



UNIVERSITY OF CALIFORNIA
AT LOS ANGELES



no 4.
N A R R A T I V E

OF A

T R A N S A C T I O N

WHICH PASSED IN

B E N G A L in 1782-3,

B E T W E E N

JAMES FRASER, ESQ.

A N D T H E

EXECUTORS of the late LIEUTENANT-
COLONEL *HANNAY*.

B Y

ROBERT STEWART, ESQ.

CAPTAIN IN THE MILITARY SERVICE OF THE EAST-
INDIA COMPANY.

Fiat Justitia, ruat Cælum!

1787.

N. B. This NARRATIVE was published in London, in the month of April last. Only a few copies were sent to Scotland, for the perusal of Mr Stewart's friends. Within these ten days, an Answer to that Narrative has been dispersed in this City. To that Answer a Reply will soon be made and published. In the mean time, Mr Stewart has published a second edition of his Narrative, that it may be as generally in the hands of the Public as the Answer.

EDINBURGH, *2d August 1787.*

S I R,

London, Manchester Square, 5th April 1787.

WHEN I left town last summer, I had determined never more to trouble myself with regard to your conduct towards the Executors of the late Colonel Hannay. But as, upon the present occasion of your canvassing for a place in the direction of that Company, which I had the honour to serve, I understand, that you and your friends, to palliate and throw a veil over your conduct, have attempted to question mine. I feel myself authorised, nay called upon, to undertake, in the face of the Public, to *justify* the charge I made, by such an authentication, as will at once fix it upon you, in the understanding of every man who is interested to form an opinion about it; and, at the same time, explain why I declined meeting you as a Gentleman, whether in private society, or in the field.

I NEED scarcely observe to *you*, that the largest possible bounds of a letter will not admit of such a specification of circumstances, and such a production of proofs, as I am prepared to submit to the Public, relative to the subject in question. But I take it to be sufficient for the purpose of this letter, that I apprise you and the Public, as I now do, that a full Narrative of the transaction I allude to, referring to *proofs* and *witnesses*, is now preparing for the press.

IN the mean time, I shall content myself with re-asserting, in this brief but public manner, *that it is true*, that a few months after the death of the late Colonel Hannay, of Bengal, who left his estate indebted to you only in a small balance of between thirty and forty pounds, you made an attempt to recover of his Executors (the brothers of your deceased friend) the value of a Note of hand, of about One thousand pounds, with interest upon it at 12 per cent. for six years back, conscious, as you were, of its having been paid by the Colonel during his life.

THAT, in support of this claim, you practised every art that the nature of the transaction would bear, for the recovery of this pretended debt; but afterwards betrayed, by your subsequent conduct, a consciousness that it was not just. When called upon by the Executors to give some further account of the demand than what the Note imported, you constantly evaded their application—you *mutilated* one letter, and *fabricated* another. Availing yourself of the easy *confidence* of your friend, who had neglected to take up his Note, and of the ignorance of the Executors respecting the justice of the claim, you stood upon your *Note* merely, as the Jew in the play does upon his *bond*; and having, under the persuasion that the Executors would never get deeper into the affair than the Note itself, at one time answered their reasonable demand of some account of the debt with the short, but significant monosyllables of "*my Note*," and "*the law*;" at another time, hazarded the daring offer, that you would confirm the fact of non-payment by your oath; at length, when it was known that the Executors had themselves discovered among the papers of the deceased, the accounts you had thought proper to withhold, you deemed it prudent, like the same Jew, "to stay no longer question," went at once to the Executors, and not only offered to deliver, but pressed their acceptance of the Note, and readily paid their Attorney the expences incurred by some legal steps taken, hitherto in vain, to compel you to do.

THE Executors, upon whom this claim was made by you, are now resident in London, and when called upon can bear testimony to the account I have given of your conduct, as well as authenticate the letters and other papers I have in my possession, which will speak for themselves.

IT is true, that this affair has been referred to arbitration, and your friends have availed themselves of the award given, as they say, in your favour; but upon what principle, and under the operation of what motives some of the arbitrators gave this award, will soon appear by a letter in my possession, which I am authorised to publish; and under the sanction of which, agreeing with me, as it does, in thinking that your subsequent conduct has opened the transaction again, and removed the restriction of the award, I now appeal to the impartial tribunal of the *Public*, who will decide whether your character suffers by falsehood or by truth.

ROBERT STEWART.

JAMES FRASER, Esq;

TO the PROPRIETORS of EAST-INDIA STOCK.

LADIES and GENTLEMEN,

AS I have now, in vindication of myself, published the Narrative of Mr Frazer's conduct, and have appealed from the Award, *on which alone he seems to rest his character*, to the impartial tribunal of the Public; I leave to their decision, whether I have spoken the language of calumny or of truth.

Mr Frazer has alledged, that I brought forward these charges against him with a view to injure him at the approaching election of East India Directors. It is evident, that as I am neither myself, nor any of my particular friends, candidates for the India Direction, I can have no private interest to serve in so doing: Yet I am free to confess, that I should see, with great regret, *a man of Mr Frazer's character** in the Direction of a Company which I have the honour to serve, and in the prosperity of which I shall ever feel myself particularly interested.

As to the abusive language in his letter, it is what I might expect, and what I treat with the contempt it deserves. One thing, however, it is necessary to take notice of; he reproaches me with cowardice, because I declined meeting him as a gentleman. Those who know me will acquit me of being under the influence of any such motive; and I challenge Mr Frazer, in the course of a long acquaintance, to produce a single instance in support of his charge. It is well known, that an appeal to the laws of *honour*, can only be admitted among *honourable men*. The man who commits, or attempts to commit a crime against society, which the laws of every society punish, prostitutes his honour with his integrity, and renounces for ever the claims of a gentleman. To meet *him*, therefore, in the field, would be to contradict by my actions, the charges which I have brought against him, and give the world room to suspect, that I wanted to persuade others of the truth of what I did not believe myself.

THERE is, however, another appeal which Mr Frazer may yet make: I mean to the laws of his country; where, if I have misrepresented his conduct, he will certainly obtain redress.

As to his threats of insult, I am persuaded he knows me too well, seriously to entertain any such idea. I shall neither seek him, nor avoid him; but if his present situation should drive him to take any such desperate step, he may try it once; it will be my fault, if he attempts it a second time.

I am, &c.

London, April 10. 1787.

ROBERT STEWART.

* *Nam gloriam, honorem, imperium, bonus ignavus aque sibi exoptant. Sed ille vera via nititur; huic quia bonæ artes desunt, delis, atque fallaciis contendit. SALLUST. Belli Catilin.*

IT is, perhaps, expedient for every man who addresses, or who expects to attract the notice of the Public, to shew, either that the subject upon which he addresses them is interesting in itself, or that, by some consequence, the Public is interested in it. I feel sensibly, therefore, the delicacy of my situation, while I am about to *solicit* at least the favour of that notice and attention, to transactions, certainly neither in their own nature interesting, or in which the Public can be properly considered to have any very deep concern. But I know that there is in men a natural principle of justice, to which we may safely appeal where-ever fraud and artifice are triumphant. The tribunal of the Public, therefore, is peculiarly open to the vindication of men's characters, whenever they are publicly traduced; and, though it is neither to be amused nor instructed, neither to be alarmed upon the subject of any great impending evil, nor congratulated upon any important good; it is yet always the great and willing arbiter of right and wrong between man and man, and with whom nothing is insignificant, and none inconsiderable, when fraud and falsehood are to be detected, or the character of an honest individual is to be set right.

Under these persuasions, and pursuant to an engagement I brought myself under, in a letter addressed by me to James Fraser, Esq; of yesterday's date, I proceed to give an account of certain transactions which took place at Bengal, about the end

of the year 1782, between Mr Frazer and the executors of the late Col. Alexander Hannay. To a considerable part of this business I was myself a witness; but, in relating it, I shall alledge no fact for which I do not refer, either to Gentlemen of the most unimpeachable credit, now upon the spot, who were themselves concerned, or to authenticated copies of original documents. In the course of this narrative, I think it will appear, beyond the possibility of doubt, that Mr Frazer was guilty of the grossest falsehood, which he offered to confirm by his oath, in support of a foul and deliberate attempt to defraud, of a considerable sum of money, the brothers and relations of his deceased friend, whose confidence he had possessed, and with the management of whose affairs he had been entrusted.

But before I enter into the particulars of these transactions, it may be proper to state how it became necessary for me to lay them before the Public.

Soon after the institution of the Bengal Society here, of which I was an original member, Mr Frazer was proposed for admission. I considered it as my duty to take the Gentleman who proposed him, aside, and having disclosed to him those circumstances of Mr Frazer's conduct which I am here about to relate, I satisfied him how improper a man he was to be admitted into any society; and from this representation he relinquished his intention. Soon after this, I received a letter from Mr Frazer, arraigning me for my illiberal attack, as he called it, upon his character. This letter produced some interchange between us upon the subject, that terminated in a reference to arbitrators, who, by their award, dated 30th of March 1785, (vide Appendix, E e) declared their opinion, "That Mr Frazer was acquitted of any intention to defraud; but, at the same time, that the inaccuracies in his accounts and correspondence were sufficient to have misled Captain Stewart;

Stewart; and that they unanimously agreed that the dispute should not be carried any farther by either of the parties, and that Mr Frazer should not seek any farther satisfaction."

Notwithstanding the terms of this award, which exacted entire submission from, and imposed absolute silence upon both of us, as to this affair, which, out of respect to some of the persons by whom it had been made, I determined to observe, I received a letter from Mr Frazer, dated 31st March 1785, (vide Appendix, Cc) in which, quoting the very words of the award, and thus turning it against itself, he availed himself of the acquittal he derived under it, to reflect upon that conduct of mine which gave rise to it, in terms of the most triumphant insolence. He has since talked of insulting or chastising me, or held some such language. He has, since his beginning to canvass for the India Direction, taken the liberty to shew the award upon all occasions; attributing, as I have been informed, the charge from which it acquits him to malice, and my forbearance to cowardice.

Under these circumstances, conscious as I am, not only of the rectitude of my motives, but of the truth of whatever I had said against Mr Frazer, I need not describe my feelings on this occasion. I was, of course, impatient to vindicate myself from these unjust aspersions of my accuser; and being restrained by nothing but the obligation I felt myself under by the award, I applied by letter, a few days ago (vide Appendix, F f) to three of the gentlemen who made it, for the purpose of being enabled to submit the affair to a public decision, which the award, as it stood unexplained, seemed to prevent. I received from them the answer that will be found in Appendix, G g; in consequence of which, I now feel myself at liberty to do what I ought to have done long ago.

Mr

Mr James Frazer being settled at Patna, in Bengal, in the character of a merchant and agent, began, about the year 1773, to transact business for the late Lieut.-Col. Alex. Hannay, as appears by letters and other documents found amongst the deceased's papers.

He was likewise employed, about the same time, as agent for Col. Harper, who was jointly concerned with Colonel (at that time only *Major*) Hannay, in a contract for supplying the Nabob, *Sujah Dowlah*, with elephants; the performance of which, for their mutual benefit, upon Col. Harper's leaving India in 1774, devolved principally upon Col. Hannay.

On the 30th of April 1775, Mr Frazer appears to have delivered in to Col. Hannay, his first account-current with him, of that date, (vide Appendix, N^o I.), by which a balance was due to Mr Frazer of Ct Rs 8294 8, or £829, 9s.

The next account that appears to have been sent in, was of the 30th of April 1776, (vide Appendix, N^o II.), which commences with the balance of the former account, and by which the balance due to Mr Frazer was Ct Rs 9233 3 8, or £923 6s. 6d.

On the 9th of October following, another was delivered in, beginning with the balance of the preceding one, when the sum due upon the whole to Mr Frazer was Ct Rs 10,120 8 6, or £1012, 1s.; for which balance, it is material to observe, that in the letter with which Mr Frazer accompanied this account, he requests Col. Hannay to give him some written acknowledgement. "If you approve, (*says he*), send me a chit, or something in the promissory way, acknowledging, that you this day owe me so much money." A larger extract of the letter will be found in the Appendix, [B].

Colonel

Colonel Hannay's answer to this letter does not appear; but a note, dated three days thereafter, and for that sum, was, in fact, given by him.

Thus matters stood till 1781, when Mr Frazer appears again, delivering in another account-current. It might be expected, that, according to the example of the former ones, this, which was dated the 30th of April in that year, should start with the balance struck the 9th of October 1776, for which the note had been given. That, however, was not the case; but it constitutes the very foundation of the charge now made against Mr Frazer, that every article of the account given in and balanced the 9th of October 1776, was stated over again from the beginning in this of the 30th April 1781. This will appear manifestly upon a simple comparison of the two accounts, (vide Appendix, N° IV.), which will be found to answer down to the 9th of October 1776, article for article, sum for sum, date for date; so that of the fact there can be no doubt: and it is one of those facts in the case, the most material to be attended to. The reason of it will appear by Mr Frazer's own letter of the 13th of July following, (which, likewise, is therefore worthy of being attended to, vide Appendix, [C]), to have been, that he might be thereby enabled to *charge interest* upon each of these sums from their respective dates; which he had not, it seems, done in the account sent in 1776.

In a year after, viz. on the 30th April, which was within four months of Colonel Hannay's death, Mr Frazer sent in the last account that was stated in the Colonel's lifetime, commencing with the balance struck the preceding year, (vide Appendix, N° V.); and upon the balance of this last account, Mr Frazer's claim upon the Colonel appeared now to be reduced to Ct Rs 314 15 8, or £ 31, 9s. It cannot be too much enforced, that, as this last Ac-

count of April 1782, so balanced, began with the balance of the preceding one of April 1781, which balance was struck upon the *whole* of the accounts between the parties, from the first commencement of their connection in 1773, it follows, that in thus balancing accounts on the 30th April 1782, just previous to Colonel Hannay's death, this note, which was an acknowledgement of a balance due the 9th of October, was included, and consequently that the sum of Ct Rs 314 15 8 above mentioned, was all that was at that time due from Colonel Hannay to Mr Frazer.

Colonel Hannay died in the beginning of September following, leaving several executors, and Mr Ramsay Hannay, his brother, the acting one.

It has been mentioned, that Mr Frazer, besides being agent to Col. Hannay, was concerned for Col. Harper, relative to a contract for elephants, in which that gentleman and Col. Hannay had a joint interest. Soon after the death of Col. Hannay, Mr Frazer delivered in to his executors, the claim he had upon the estate, on the part of Col. Harper, in respect to the above contract. As this narrative is to comprehend some account of that claim, the order of time seems to require that what is to be told concerning that claim should have priority. But, as part of the evidence of what is to be objected upon it, arises out of what regards another claim of Mr Frazer's upon the executors of Col. Hannay, made in his own right, I shall, for obvious reasons, invert the order of time, and begin by representing Mr Frazer's conduct, respecting the claim made by him upon Col. Hannay's executors, in his own right.

Mr

Mr Frazer's claim, as agent of Col. Harper, was made on the 26th of October 1782, and discharged.

While this, however, was depending, Mr Frazer took an opportunity of mentioning to Mr Ramfay Hannay, that he had a demand on his brother's estate in his own right; but that the business of Colonel Harper might not be interrupted, he agreed to postpone it till that should be finally disposed of. Accordingly, soon after the sum that had been agreed to be due to Col. Harper had been paid Mr Frazer, he called upon Mr Ramfay Hannay; and after sitting with him a short time, presented him with an account-current between himself and Mr Hannay's deceased brother, which was exactly similar to the last that had been delivered in to Col. Hannay himself in his lifetime, (vide Appendix, N^o V.), the balance of which, in favour of Mr Frazer, was Ct Rs 314 15 8. Mr Hannay, observing that the balance was about what he had believed it to be, immediately agreed it should be paid; upon which Mr Frazer said, that this, however, was not all; for that he had another demand upon the estate, for a promissory note, which the deceased owed him, for the principal sum of Ct Rs 10,120 8 5, or £ 1012 15. *which he accordingly produced.* This note was dated, Buxar, October 13. 1776, and was the same that had been given him by Col. Hannay, for the balance struck between them on the 9th of that same month.

Mr Ramfay Hannay, having strong reasons for being persuaded in his own mind, that the claim of the note was not just, expressed his surprise to Mr Frazer at this additional demand, considering that a balance had been struck just before his brother's death, and the easy circumstances in which he had died. Mr Frazer agreed, that it might seem surprising, but observed to Mr Hannay, that he could be no stranger to the indolence of his brother's disposition; adding, that he had often promised to pay
him,

him, but had never done so. Mr Ramsay told him, he should make inquiry about it, and would let Mr Frazer know the result; and upon this they parted.

Mr Ramsay Hannay was not long in communicating the affair to his brother Mr Johnston Hannay, who had still stronger reasons for being struck with the demand than Mr Ramsay. Colonel Hannay's engagements had taken him to *Lucknow* early in 1782; he left that place in June, arrived at Calcutta in August, and died there the September following. But, before leaving Lucknow, where he had remained some time to settle his affairs, he had expressed his satisfaction to his brother Mr Johnston, (who was there with him), that he had settled accounts with Mr Frazer, and that he owed him *nothing of any size*. Mr Johnston Hannay knew that his brother had brought a very large sum in specie with him from Lucknow. The Colonel passed in his way to Calcutta through Dinapore, where Mr Frazer then was, winding up his concerns to proceed to Europe. It struck the two brothers, therefore, as very singular, that Colonel Hannay, with a large sum of money in his hands, should have passed Mr Frazer's door, and yet left a debt of that magnitude unpaid; and that Mr Frazer himself should not, had it been really due, have demanded it, which yet had not been pretended. On the other hand, the Note purported to be an unpaid one, and they could only determine between themselves to make every possible search among the deceased's papers, that might lead to a discovery of the truth. But, in the mean time, that there might be no misapprehension as to the way in which the Note was claimed by Mr Frazer, Mr Frazer, who was acting executor, wrote him the letter in the Appendix, marked E.

The purpose of this letter was to know *categorically*, whether the promissory Note was claimed independent of the Account Current.

—What

—What is the answer to it? Does he say yes or no, or give any direct answer to the question?—His answer is too curious not to be inserted here *verbatim*.—

R A M S A Y H A N N A Y, Esq;

DEAR SIR,

THE Promissory Note, *being neither stated nor charged in the Account, must necessarily be independent of that Account, and the Balance of it.* If you wish for any elucidation of the *Account*, or the mode, or the amount of my receipts, be pleased to inform me.

I am, dear Sir, your's most obediently,

J. F R A S E R.

The language of truth is bold and simple. It is needless to observe, that this answer, like the usual answers of guilty men even to indifferent questions, is indirect and argumentative.

The Messrs Hannays, however, having got their answer, set about searching amongst the deceased's papers, for any thing that might justify the persuasion they had in their own minds on the subject; but not meeting with the success they expected, they determined to try what they could get by applying to Mr Frazer himself, and accordingly wrote him the letter marked G in the Appendix.

Mr Frazer's answer to this letter is that marked H in the appendix; upon which this is observable—Had Mr Frazer's demand of this Note been a sudden one, and immediately complied with by the Executors, so as to have left him no occasion to think

G

any

any more about it, it might here be granted him, for argument's sake, (though it is even in that supposition scarcely possible), that, notwithstanding it had been included in his account-current but a few months before, the demand over again was a mistake and an oversight. But what is very remarkable of the letter now under consideration is, the deliberation and particularity with which he talks of the Note ; affecting to explain its history, and to communicate every circumstance attending it. How consistent this is with the idea of an oversight, let those who read it judge ; and how possible it was that his mind should have dwelt upon it with the particularity with which it appears to have done, and under the reference which this letter supposes to his books, and yet that he should neither have met with, nor recollected how it was liquidated, let those believe who are totally unacquainted with the operation of the human mind, and with human affairs.

But Mr Frazer's mind had not yet done thinking of the Note, however lasting the illusion of it might be. Emboldened by the persuasion that the Executors could not disprove it, he saw no reason why, if the *principal* demand was sustained, it should not carry *interest* ; and he accordingly wrote the letter in the Appendix marked I.

About this time, however, the Executors having, in the course of their search among their brother's papers, got some farther insight into the affair, tending to confirm them in the suspicion they had entertained of it, they determined they would call upon Mr Frazer again, to support his demand by vouchers of some sort ; and particularly applied to him to produce the account that had been balanced the 30th of April 1781, which the reader will recollect included the particulars for which the Note had been given. This they did by the letter marked in the Appendix, K.

His answer (L) to this letter might be left to speak for itself, without any comment—But I cannot omit making this observation upon it—The conclusion of it says, “ I will send the account you want, as soon as I can get it copied ; but my writer has been sick, and absent from me these three weeks.” First, the fact is, that, whether it was that Mr Frazer’s writer never recovered, he never did send the account demanded of him.—But the point is, that this conclusion *admits* that he was in possession of the account demanded ; which, having been demanded, and being thus recognized by him, it is impossible but he must have referred to ; namely, to an account which stated the several articles, for the *balance* of which the very note had been given, which he was still charging as unpaid.

This last letter was dated the 22d of March 1783. But it was scarcely written when Mr Frazer appears to have thought he had been a great deal too condescending to the Mess. Hannay upon the occasion, if he had not indeed been rather in a dream when he wrote it. For, the very next day he writes them another letter, in which, beginning thus: “ *On a reference made to your note of yesterday, which was delivered to me just as I got up from sleep,*” (vide Appendix, M) recollecting himself on the *nature* of his demand, that it was upon a *title that proved itself*, he corrects the too easy compliance with which he had listened to requisitions of *vouchers* ; he no longer excuses himself upon the sickness of his writer, but disclaiming at once all obligation to give any satisfaction whatever about it, more than what the Note itself afforded, he throws the gauntlet at the Gentleman to whom he writes ; with much decency tries to terrify him and his colleagues, by putting them in mind of the *oath* under which they were acting ; and boldly challenges his demand as a *legal* one. But this is not all. In this same letter, written with much evident determination upon the subject, Mr Frazer takes upon him-

self

self to “*know that which he demands to be justly his right ;*” which at the same time, however, it is observeable, “*he owes it in justice to himself to adopt the most expedient manner of supporting*”—which is, by with-holding all information whatever upon the subject, though confessedly possessed of that which was requested of him, and throwing himself upon the *law*. Being to appeal to the law upon it—*Facta est Alea*—he thinks he may as well take all the law will give him—as he gets bolder in his remedies, he rises in his demands ; and “*knowing this Note of Hand to be very clearly his right,*” whereas he had at first declared only for 10 *per cent.* upon it, he has now been told, that “*12 per cent. is the interest allowed by the Court,*” and 12 *per cent* he will have. And that these Executors may want no warning of the folly of withstanding a Gentleman’s *legal* and *rightful* demand, he is candid enough to give them notice, that “*the refusal of a demand authorises the charge of interest to the day of payment.*”—“*As these circumstances (he goes on) make a considerable difference, I think it necessary to mention them, that they may not afterwards appear novel.*”

Such was the last letter, in which Mr Frazer even ventured to assert his title to recover upon the note in question; and, to be sure, it left little to be said on that side. But, unfortunately for him, at this very time, the executors had actually found all the accounts referred to in a preceding part of this narrative ; by which it appeared most manifestly, that the specific note, now claimed, had been *merged* in the accounts given in the 30th of April 1781 ; the balance of which having been carried to a *subsequent*, and the *last* account delivered to Col. Hannay himself on the 30th of April, the year after the balance of this *last* account was struck at Ct Rs 314 15 8 ; which was, consequently, all that was now due to Mr Frazer on Col. Hannay’s estate.

Indignant

Indignant at the claim itself, but much more so at the refusal of all information concerning it, which they were now satisfied Mr Frazer himself knew to be false, they did not think themselves at all bound to give him notice of this discovery; but, having been in a manner bullied by *him* with the bugbear of the law, they determined they would turn the tables upon him, and allow him to tighten with his own hand the cord with which he was evidently strangling himself. They accordingly, without saying any thing further to Mr Frazer, forthwith retained Mr Davies, of Calcutta, as their counsel, and Messrs Stark, as their solicitors, and gave them the requisite instructions for suing for the recovery of the note in question out of Mr Frazer's hands.

The matter being put in this train, it occurred to the executors, that Mr Frazer, in his letter to them of the 22d of March preceding, (vide Appendix K), had left it uncertain whether he should prosecute for the note in Bengal or in Europe. They, therefore, judged it expedient, lest he should *pretend* to have sent the note to Europe to be recovered there, to anticipate him in any plea of that sort; and they accordingly wrote to one of the Mr Starks the letter marked N in the Appendix.

It appears by Mr Frazer's answer to Messrs Starks', (vide Appendix O), that those gentlemen had obeyed the instructions given them by their employers; and it may be presumed, in the want of any copy of their letter, that they did it in the terms most proper for the occasion. Mr Frazer's answer, though short, is pregnant with observation. The guilty mind, unless where the art is equal to the wickedness, (which seldom happens), betrays itself alike, by what it says, and by what it does not say. This answer is exactly of a piece with that returned by Mr Frazer to the first letter he received from the executors on the subject, upon which I observed in page 9. It is no answer at all to a plain ap-
D plication.

plication. An attorney writes to a man by instruction, to deliver up a particular note, which the holder of it has said, " he knows to be clearly his right," and which he has challenged to go to law upon. Can there be two opinions, what the answer would be to such a demand, supposing the holder to have really believed himself to be entitled to it? If a man demands my property of me, or the evidences of my property, be he an attorney, or be he the first judge in the land, the answer is obvious; there is no cause for deliberation, or necessity to consult a lawyer on the occasion; but the probability is, that Mr Frazer now began to apprehend that the accounts had been discovered. With this observation I shall leave the reader, to turn to the singular answer Mr Frazer made to this letter.

That Answer, the Reader will find, promised a further one, as soon as Mr Frazer should have had time to look about him a little. Accordingly the Thursday following produced a further one; but that one, such a composition of unparalleled sophistry and falsehood, at the same time, of guilty fear, as I defy the imagination to anticipate. The letter will be found in form, in the Appendix, P. But I must be permitted to detain the Reader, while I exhibit it to him, passage by passage, in the order of my narrative.

Having begun by referring to the promise he was about now to fulfil, he takes the matter up thus: " The executors of Colonel Hannay never *intimated* to me, that the deceased's promissory note was discharged in his lifetime." What then? What was it to the purpose, whether they had ever *so intimated* or no? Express *doubts* about it, they certainly did, from the first moment it was produced; doubts which, unless they suspected Mr Frazer of having *forged* it, necessarily implied their opinion, *that it had been discharged in the deceased's lifetime*. It is therefore, in the first place, *false* in point of fact, that they had never *intimated* this to him.

him. Had Mr Frazer been a little more guarded in his expression upon this occasion, and said, they had never *expressly alledged* that it had been discharged in the Colonel's lifetime, he might perhaps have been *correctly* right.—But *intimate* it, it appears they did, most strongly. What else but *intimations* to this purpose are all their letters to him upon the subject?

But what if, in truth, they had never intimated to him any thing of the kind, but, on the contrary, had even submitted to the demand from the beginning—What then?—If this passage of Mr Frazer's letter means any thing, it means this—"The Executors (says he) of Colonel Hannay never intimated to me, that the deceased's promissory note was discharged in his lifetime—Had they so intimated, it would have put me to have considered whether it was so or not; and, in that case, (I no longer pretend now to be so positive about it as I was before) it might have occurred to my recollection, (as the fact, after all, may possibly be), that it was so discharged." This I take to be the reasoning contained in this passage, though not drawn out in form—What then?—Was it not Mr Frazer's duty, as an honest man, and a man of business, to have put this question to himself, before he demanded payment of the Note, whether it was really an outstanding one, or whether it had not been already discharged? Does it appear, that he *needed* any *intimation* from the Executors, to put him to *consider* about it, whether it had been discharged or not? Are not every one of his letters upon the subject evidences of the *greatest consideration* upon it; so that it could not be for want of *consideration* at least, if he had not discovered, before this, the fact of prior payment, or non-payment? Whereas, was it possible, under all the circumstances of the things, the *size* of the sum, (towards 1000 *l*), the *proportion* it bore to the whole of the balance it had been included in, viz. no less than *four-fifths*, and which had been reduced in the lifetime of Colonel Hannay within

within 50 *l.*—the *correspondence* of the *date* and *sum* with the balance struck in 1776, for which it was given, so as to identify that it was the *same note* that was afterwards sunk in the current account delivered in in 1781—the *recent time* within which it had been so sunk—Was it possible, I say, under all these circumstances, for a man of business, like Mr Frazer, with the very documents of the transaction before him, as he confesses in his letter noticed *supra*, to have had his mind working upon it with all the circumspection it appears to have done, and warned so to work, by the style of Messrs Hannays letters to him, and the reception they gave the claim from the beginning—Was it possible, I say again, for him, to have so considered the matter, and yet not have recollected that the *note had been discharged* in the deceased's lifetime? *Credat Judæus*—and yet does Mr Frazer affect to complain, “that the Executors of Colonel Hannay had never *intimated* this to him.”—That is, where it is as palpable as the sun at noon-day to the maker of a claim, that it is a false one; where he must know it to be false with irresistible certainty; yet if the party upon whom it is made does not object to him, in terms, *that it is false*, (whether it is that they do not as yet exactly know the fact, or do not choose to be so *uncivil*), this will be a sufficient defence for him whenever he is accused.—Mr Frazer has declared himself “little versed in matters of law.”—*He is no orator, as Cassius is*—But at least he is no contemptible ca- suist.

The next passage is, “*They demurred on a plea of insufficiency of vouchers; and, hurt at it, I signified an intention, if I found it practicable, to enforce payment in Europe; but I have since done nothing at all in the business.*” The Reader will observe, that the letter, to which this was an answer, was a letter from Messrs Hannays attorney, demanding up the note; alledging, as it should seem, that it had been discharged in the deceased's lifetime. Why, then,

then, what does Mr Frazer mean by this passage? What signifies on what plea the executors demurred, or what intention Mr Frazer had signified about it? These are vague facts, that have nothing to do with the letter he is answering, and are meant only to amuse the attention, and to cover, though they betray, the writer's embarrassment. That he was *hurt* at the *demurrer* of the executors, may well be believed: Whether the pain he felt was that of a wound given to the pride of conscious innocence, or not, every man will form his own judgement. "*But I have since, says he, done nothing at all in the business.*" How different from the style but a few days before, when all was for *law*, and men were put in mind of the *oaths* they were bound by!

The passage that follows is of a very serious nature indeed. "*I think the plea now set up in the requisition through you, is intended to compel an adjustment in this country; but, taking the literal meaning, it conveys, you may believe, a very unpleasing imputation; and I assure you, upon my word, Gentlemen, as I am ready to confirm upon oath, that I am not conscious of any ground in the world the Executors of Col. Hannay can found such a suspicion on. I am positively clear, I never charged this Note to Col. Hannay's account in any manner whatever, nor ever received value for it from him, or any body else, by myself, or any person authorised by me.*"

To take the latter part of this passage first, it is a possible case, that might have arisen upon this transaction, that Mr Frazer might have taken the oath *judicially*, which he tenders in this letter.—If the Executors had been driven ultimately to *file* the *bill* they meditated, and Mr Frazer had been sincere, when he made the offer of confirming his *assurances upon his word*, Gentlemen, with his *oath*, he would of course have put in his *answer*; which a lawyer could not have drawn for him better than he has drawn it for himself, though so little versed in matters of law, viz. "*That*

he was positively clear, he had never charged this Note to Col. Hannay's account, in any manner whatever, nor ever received value for it from him, or any body else, by himself, or any person authorised by him;" to the truth of which he would necessarily have sworn.—And supposing him not to have at this time suspected, what he afterwards found to be the fact, that the Executors had discovered the attempt, and were in possession of what would expose him, can any man doubt but that, with his note in his hand, he would have suffered the bill to have been filed, and would have stood upon his oath? It was for his *credit* that he should do so—it was clearly for his *interest*.—But it seems, notwithstanding all his positiveness, considering the present aspect of things, he did not just like to push the matter so far. For had he taken his oath, (even admitting that he really believed his claim to be due), nothing could have saved him from the ignominious consequences which must have followed. But,

“ If imputation, and strong circumstances,
 “ Which lead directly to the door of truth,
 “ Will give satisfaction,”—

I pledge myself to demonstrate, before I have done, by indications which cannot deceive, that Mr Frazer, at the time he stated himself to be “ *positively clear* he had never charged this Note to Colonel Hannay's account in any manner whatever, nor ever received value for it,” “ and that he was not conscious of any ground in the world the Executors of Colonel Hannay had to found the suspicion upon they seemed to entertain of him,” I *knew*, in point of fact, that *he had charged the Note, and had received the value of it*; this, I say, I pledge myself to demonstrate, if it has not already appeared. In the mean time, if any thing can console a man, who must stand convicted in the opinions of all who know this affair, of an *intent* to commit a fraud, and of

a kind of *inchoate* perjury, let him congratulate himself, that he is not at present in the peril, if not in actual sufferance of the pains of one of the most dangerous crimes that is committed in society. But if whatever a man deliberately offers to do, may be considered as done by him, which most undoubtedly is true, so far as the will is concerned, then Mr Frazer stands *virtually* convicted of this crime. After this, will Mr Frazer expect it to be believed, that he “ *really thought the plea now set up by the Executors was intended merely to compel an adjustment in the East Indies?*” Will he venture to say, that he did not begin, by this time, to dread that the Executors had discovered him, and meant a little more than a mere *adjustment*? He shall speak for himself.

How then does he go on? “ *But (says he) if the Executors think they have any just grounds to suspect the contrary, I will be most ready to give satisfaction in every reasonable point. And, if they have any proof, I will, they may be assured, not only be ready to give up the Note, but render any recompence suitable to the occasion. After this declaration, I think it will be candid to tell me what is meant or alluded to; and from you, Gentlemen, I beg the favour to be informed.*” If the Executors *think* they have any just grounds to *suspect* the contrary, I will be most ready to give satisfaction, &c.—Why, is it possible that Mr Frazer, when he wrote this, could have recollected what he had been saying but the passage before? Do men customarily give up claims which they are *positively clear* about, and are ready to substantiate by their oaths, upon the objects of those claims *thinking* they have just grounds to *suspect* the contrary? What signifies what the object *thinks* or *suspects* to the contrary, where the party is so *positively clear* of his claim, that he can *swear* to it? especially too, while yet the other party has not disclosed, in the smallest degree, his *supposed* grounds of *suspicion*. The thing is impossible.—Mr Frazer is a clear-headed man, of accuracy in business, as his accounts with Col. Hannay demonstrate.

strate. I submit then, that it is contrary to all experience, and therefore not to be believed, that a man of this description, stating himself to be so *positively clear* of his claim, as to be ready to "confirm it upon oath," should, upon the very first breath of its not being due, at once abandon it, supposing him to be honest. "And if they have any *proofs*, I will, they may be assured, not only be ready to give up the Note, but render any recompence suitable to the occasion." What are all these *ifs* about? Either the Note had been paid, or it had not. Mr Frazer had only to have referred to his Ledger, to satisfy himself of the fact.—If he had not referred hitherto, it was now at least full time.—If it had *not* been paid, what signified *proofs*, which, as yet, his own mind only had brought before him, or grounds of *suspicion* which he might think were entertained by others. But Mr Frazer *knew* from the beginning, that it *was not due*: the present conduct of the Executors alarmed him with the apprehension that his knowledge was now detected.—He who but lately talked of nothing but legal vindication, and of the solemnity of others oaths, and who even at this moment was ready to sport his own, is ready at once to give satisfaction on every reasonable point," and, "*provided they have any proofs, not only to give up the Note, but render any recompence suitable to the occasion.*" The next sentence is the key to the whole letter.—"After this declaration, (says he) I think it will be *candid* to tell me what is meant or alluded to, (that is, the present conduct of the Executors); and from *you*, Gentlemen, I beg the favour to be informed." Why all this solicitude, if he was clear he had done nothing but what he could justify? Why this winding and sifting, but that he knew he could not justify what he had done, and began to suspect that he was detected?

After having said so much upon the other parts of this notable letter, the concluding paragraph of it is what one might expect,
and

and may be left pretty nearly to speak for itself. He concludes, then, “ *I am quite ignorant of law, as I believe you are acquainted ; and, added to my general aversion to litigation, I should be particularly reluctant to engage now in any controversy, that may probably require more time to decide than I propose to remain in the country. I shall not seek any information in the business till I hear from you in answer to this.* I am, Gentlemen,” &c — Upon this I will only observe, that here has, indeed, a strange alteration taken place in his mind, (Mr Frazer will explain how), within a very few days. But a very few days ago, and none so ready for, none so determined, none so well informed upon law—at least the law of his own case, as Mr Frazer. But now, all of a sudden, the lucid interval, and the hour of confidence, is passed. He is “ quite ignorant of law”—“ added to his general aversion to litigation, he should be particularly reluctant to engage now in any controversy, that might probably require more time to decide than he proposed to remain in the country”—that is, I suppose, he was not afraid of any *action* upon his note; but he had heard strange stories of the *endlessness of bills in equity*. And he who was lately all forwardness upon the business, and acting upon the offensive, shall now “ *seek no information about it till he hears from Messrs Starks in answer to this ;*” that is, till they tell him what *proofs* or ground of *suspicion* Messrs Hannay had discovered. One is really much induced to suspect, if it might not be wronging a gentleman, that Mr Frazer, at that very time he was so positively clear of his claim, that he was ready to take his oath upon it, had had some strange misgiving in his mind, that there were *accounts* in the question; and that these accounts were now actually discovered by, and in the hands of Messrs Hannay.

Such is the important letter, which Mr Frazer took time to write the Messrs Stark; and had he taken as many years to it as he took minutes, he could not (not to have done it in terms)

have more completely recorded his own guilt. It is manifest, that every nerve was trembling while he wrote it; and though it is written with evident marks of care, it is the care of conscious guilt, that almost constantly betrays itself.

The Messrs Stark having communicated this letter to the Executors, it will be readily imagined, that they did not hesitate long in determining how to act. They in fact wrote their attorney the letter that will be found marked Q in the Appendix; which will at once shew what opinion those Gentlemen entertained of Mr Frazer and his claim from the beginning, and how completely that opinion was now confirmed.

The letter, the Reader will find, concluded with directing their attorney to communicate the contents of it to Mr Frazer; which they accordingly did. Upon which Mr Frazer immediately called upon Mr Hannay, at his house in Calcutta, and said, a gentleman, an acquaintance of his, (to whom the Hannays had communicated the circumstance), had informed him, that the Executors had discovered proofs of the promissory note having been already paid. He proceeded, under much apparent embarrassment, to acknowledge that it was so, and to express great concern at what had happened; but would willingly, at the same time, have had Mr Hannay believe, that his demand of the payment of it had arisen from a mistake; in order to persuade him of which, he attempted the best explanation he could, by words, and by a book of accounts, which he had brought with him for the purpose. Whether, however, it was owing to any *slowness of comprehension* in Mr Hannay, or to want of ability in Mr Frazer,

“ ————— to grace his cause,

“ In speaking for himself;”

Or rather that he did not exactly

“ ——— A round

“ Unvarnished tale deliver ;”

certain it is, he did not produce the conviction, upon that gentleman's mind, of his innocence, that might have been expected of a man *positively clear of the justice of his claim, not conscious of any ground in the world that any one could have to suspect him, and who had been always ready to have confirmed all his assurances upon the subject with his oath.*

Mr Frazer had upon this occasion brought the note with him, and now offered, as of course, to deliver it up to Mr Hannay ; but Mr Hannay declined at present receiving it, as well because the recovery of it was now in the hands of lawyers, as because he did not choose to take any step without the concurrence of the other Executors. He told Mr Frazer, however, that, as soon as he had seen the other Executors, he would let him know their determination.

Upon this Mr Frazer took his leave ; and within a day after, without any further notice from Mr Hannay, who had not yet had an opportunity of conferring with the other Executors, as he had determined, he at once wrote Mr Hannay the following letter.

To R A M S A Y H A N N A Y, Esq;

S I R,

I EXPECTED to have had the pleasure of hearing from you yesterday. To put an end to this business of your Brother's Note altogether, I here inclose it to be cancelled, which, I suppose, is all that can be required.

I am, &c,

J. F R A S E R.

Thus

Thus the Jew in the play says, with the like fullness,

“ Give me my principal, and let me go.”—

But, like the same Jew, he was bid

“ Tarry—

“ The law had yet another hold on him.”

Upon the receipt of this letter, Mr Hannay wrote him the return, which is marked S in the Appendix, acknowledging the surrender of the note; but acquainting him, at the same time, that he was expected to pay all the law-charges that had been incurred towards the recovery of it. This Mr Frazer instantly complied with: And thus was dropped in an instant, in consequence of the information Mr Frazer had received of the discovery of the accounts he had refused to produce, a claim, that had been asserted with such assurance, and offered to be established under the solemn sanction of an oath. It was dropped *at once*, after all this positiveness, and all this perseverance in it, without ever so much as once calling upon the Executors to give him the satisfaction of seeing the proofs that it was not just; which was certainly giving them a credit, which they had been very far from setting him the example of. But the difference was, that Mr Frazer *knew* it was founded in downright *falsehood*, and only not in *perjury*; and he had, by this time, good information that the Executors knew this.

Though the history of this claim seems to be now at an end, there are yet two circumstances to be brought forward respecting it, more material, perhaps, than any that have been yet adduced, to show that it was false from the beginning; at the same time that they manifest, at once, the cunning art, and the bold practice with which it was carried on, and endeavoured to be maintained: but, as they are blended, in some measure, with the charge

charge upon Colonel Hannay's estate, that has been already opened, as between Colonel Harper and Colonel Hannay, by the mediation of Mr Frazer, it becomes necessary now, in order to introduce them, to go back to that. But, as I persuade myself that I have already displayed Mr Frazer's conduct in colours sufficiently intelligible, and upon reasoning which I defy him to answer, I shall be as short as possible on what remains.

The Reader will recollect what the nature of the contract was, upon which Mr Frazer, immediately upon the death of Colonel Hannay, delivered in a charge to his Executors, on behalf of Colonel Harper. Some difficulties arising as to the settling of this charge, it was agreed between the parties to refer it to arbitrators; of which I was named for one. We made the best award we were able, upon such materials as were laid before us; and the money awarded by us to be due to Col. Harper, was paid into the hands of Mr Frazer, his agent.

It happened, however, soon afterwards, that in the search made amongst Col. Hannay's papers, for the purpose of ascertaining the claim of the note, some letters were found, which, coupled with the result of the demand made upon the note, induced more than a suspicion in the minds of the Messrs Hannay, that Mr Frazer had not conducted himself with the most exemplary correctness, relative to the charge he had been making in the name of Colonel Harper, before the arbitrators; and they accordingly desired, and obtained, a re-consideration of our award.

Upon the original arbitration, however, it was the duty of Mr Frazer, and he accordingly undertook, to deliver in to the arbitrators, every letter and paper in his possession, that would tend to throw light on the claim respecting the elephant contract. It was his duty, no doubt, to deliver in the whole, and to deliver

G them

them in religiously; how faithfully he discharged this duty, the Reader will have an opportunity of judging.

Among other letters delivered in by him upon this occasion, was that marked U in the Appendix, which *professed* to be a *copy* of one from himself to the late Col. Hannay. Whether he delivered it in for the purpose of elucidating the subject of the arbitration, may perhaps be doubted. In truth, there can be no question, but the purpose of it, delivered in as it was, was to give colour to that demand of the Note, which it thus appears he had it even now in contemplation to set up; for, it is to be observed, that the letter, according to Mr Frazer's copy of it delivered in, bearing date 12th September 1780, having begun concerning *Col. Harper's* affairs, concludes thus, concerning *his own*. "*I begged of you also in my last (he says) to let me have a bill on Calcutta for 5 or 6000 Rupees, on my own account. Should you have any cash in Calcutta that you can command, will you oblige me by an order for 20,000 Rupees, and I will thank you if you do: but at all events, my friend, fail not writing me two or three lines in reply, &c.*"

Now this copy, upon comparison with that marked T in the Appendix, which is the very *original*, as found among Col. Hannay's papers, in the search alluded to, turns out to have been a *partial* and *mutilated* one.—It is mutilated in this, that subsequent to the words, "will you oblige me by an order for 20,000 Rupees," the *original* goes on, "*to be replaced within two months,*" which are entirely omitted in Mr Frazer's *copy*. It is evident, by the terms of the original letter, that Mr Frazer was requesting a loan, not demanding a *debt*. This is further confirmed by the fact, which will appear to any one, upon reference to the accounts of the time in the Appendix;—that, at the date of this letter, Colonel Hannay's debt to Mr Frazer was within 3000 Rupees, whereas the sum applied for was 20,000. But as Mr Frazer

fer was soon to bring forward a claim of above 10,000 Rupees in his own right, which he was aware might need support, it became convenient for him to lay some ground for it. As far as the letter in question was inconsistent with the intended claim, he might indeed have kept it back altogether, as he actually did several others : but he thought that, by leaving out the material words, "to be replaced within two months," the letter would stand as an application to Colonel Hannay, simply, for 20,000 Rupees, in September 1780. Such an application would suppose a debt; and that debt would *represent* or *account* for the *note* he was shortly to put in his claim upon.

That the letter was *mutilated* by him is evident; that it was mutilated for any other purpose than that which I have assigned, it is for Mr Frazer to shew.

This was one of the circumstances by which Mr Frazer appears to have been preparing his way gradually for his subsequent demand of the note, even while he was pretending to furnish matter for the judgement of the arbitrators, upon the claim made by him in the name of Colonel Harper. But the other, which I am now about to state, at the same time that from the depth with which it was laid, it will require some accuracy of deduction on my part, and some attention in the reader to detect it, will yet, with these respective observances, come out on the mind of every man in so sensible a form, as will amply justify me in the confidence with which I pledged myself to demonstrate, that, at the time Mr Frazer was offering to swear, that he was "conscious of no ground in the world that the executors of Colonel Hannay could have to suspect him," he knew he was offering to swear that which he could not have sworn with truth. I now go further, and take upon myself to say, that he knew the contrary a *considerable time before* ; and that the demand of the note was

as deep as it was false; not arising upon the sudden and accidental discovery of it in his possession uncanceled, and claimed without thought; but conceived with great deliberation, gone about at a distance, indirectly, and with exquisite caution; and not ultimately made, till he had tried whether the ground he was about to tread would bear him; and had satisfied himself he could not be detected, with a degree of certainty, that prompted the assurance with which he appears to have asserted it.

It will be found, upon a reference to the correspondence between Mr Frazer and Mr Ramsay Hannay, relative to the subject of the arbitration, inserted in the Appendix, particularly to the letter marked Z, that a principal difficulty in the way of a final adjustment of the Elephant account, was to *ascertain the actual disbursements for conducting the Elephants up the country, in different herds*. "It is unlucky," says Mr Frazer, in the letter referred to, (which is dated 29th October 1782) "*that this account of the charges had not been ascertained, as it may prove the most difficult part in any present arrangement.*"

In a subsequent letter, dated 4th November following, to the same gentleman, he says, (See Appendix, A a), "*I was happy to understand by your letter of the 30th, that you had found some accounts relative to the Elephant concern; and I fondly hope that, on a proper arrangement of the materials which that bundle may produce, the Executors will be able to form a decided view of the business.*" And, in a third letter upon the subject (see Appendix, B b), "stating his idea of Captain Harper's claim on the estate of Colonel Hannay," he says, "These are the articles which compose the account; and *if you can ascertain the amount of costs and charges upon the Elephants, the principal difficulty will be removed.*"

Who

Who would believe, that reads these extracts, which are fairly taken from Mr Frazer's own letters, that Mr Frazer himself was the very man, who, as agent to the parties, *actually made the disbursements* which now created the great difficulty in settling the accounts; of which, however, he affects, by these letters, as total an ignorance as could be attributed to the Executors themselves.

But, it will asked, how does this fact appear, and to what purpose should he affect to be thus ignorant? If the fact was so, his affectation of ignorance is of itself a suspicious circumstance. Now, upon reference to his letter to Colonel Hannay, of the 13th July 1781, (Appendix, B) it will be found, that that letter inclosed the very account I am now speaking of which was wanting to adjust finally the subject in arbitration. “ *The accompanying (he says in that letter) is, I believe, an extract of my disbursements for Elephants.*” Such is the evidence of the *fact*. But the very same letter betrays the *reason* of this affectation. This same letter that inclosed an account of the *disbursements* made by him as *common agent* for Colonel Hannay and Colonel Harper respectively, inclosed likewise his own account-current, up to the 30th April preceding, with Colonel Hannay alone; that very account, in which the *consideration* of the *promissory note* was *re-stated*, and *re-charged* to Colonel Hannay; and, by the result of which, it came to be put an end to, though it was never specifically *demanded up*. — “ I am just arrived (says the letter) on board my boat; and write principally *to inclose your account-current, 30th April last, balance in my favour Ct Rs 6842 3 2.*” This was the very account I have described it to be, as will appear by a reference to it, N^o IV. in the Appendix. It is here observable, that it was the practice of Colonel Hannay, as can be testified by those who are most competent to know it, to keep all papers or accounts, that he received, *together, in the same*

*over in which they were inclosed to him ; and, in fact, these two accounts were found at the same time in the subsequent search made amongst the deceased's papers. Mr Frazer then, who of all men knew Colonel Hannay's practice best, foresaw, that if the account of disbursements sent in by him on the 13th of July to Colonel Hannay, should cast up in the hands of his Executors, the conclusion would be, that they were in possession, and had notice of his other account of the 30th of April; in which case, it would be impossible for him to make the claim of his Note with any degree of security; inasmuch as, by that account, the Note was completely liquidated. In this view, it became of infinite consequence to Mr Frazer, to sound the Executors well, whether they were in possession of any account of disbursements or not; and in this view, it may be presumed he began by preferring his claim as agent, and postponed his own; which is not, perhaps, the usual course of men full as honest as Mr Frazer. He accordingly urges to the Executors in all his letters, the importance that these accounts are of to the settlement of the arbitration; and in every letter provokes an inquiry concerning them. In his letter of October 29. 1782, before referred to, he says, "*Luckily, indeed, your Brother's letter to me of the 17th September 1780, takes such a range of the transaction as will carry to you a general idea of the whole. I therefore enclose a copy of it, together with copies of such of my letters to him as necessarily form a connection. I also inclose a copy of the receipt alluded to; and, on a perusal of the whole, and such further materials as you may be able to discover among the papers of the deceased, my arrangement of the accounts will, I hope, be approved and completed.*" Among these copies so sent in, there was not a word of his letter of the 13th July. This was carefully kept back; being to be produced, if produced at all, by the Executors themselves. If it was produced by them, which he purposely gave them every reason for endeavouring, the claim of the Note was then at an end. If it was not produced, it might fairly be concluded,*

cluded, that they knew nothing of the Account balanced the 30th April 1781, and the Note might be demanded with safety.

In fact, some search was made by the Executors for the purpose. But Colonel Hannay's papers, from the circumstance of his having come to Calcutta so recently before his death, were in the utmost confusion; heaped together in trunks and baskets, without any order or arrangement; and Mr R. Hannay having found one bundle, indorsed, "Papers relative to the Elephant-concern," was the rather content to give himself no farther trouble, in searching amongst such a mass of confusion.

The bundle, however, not containing Mr Frazer's original letter to Colonel Hannay of the 13th of July 1781, inclosing an account of his disbursements, did not serve much to clear up the difficulties of the arbitration; for thus Mr Frazer writes about it. "*It is with much regret (the letter is to Mr Ramsay Hannay, dated Oct. 29. 1782, before referred to, Appendix, Z***) I read in your note, that your late brother's papers do not throw any light on the transaction with Captain Harper; and I most sincerely lament the reluctance your Brother had to settling about an adjustment of it. It proceeded, I believe, and indeed I am pretty certain he told me so, from the difficulty he found in ascertaining the actual disbursements made for the concern of the Elephants, proceeding up in three different herds. When he was himself in Oude, he was obliged to request different friends at the different stations to supply their keepers, which made the account branch out, and probably it became blended with other concerns. It is unlucky that this account of the charges had not been ascertained, as it may prove the most difficult part in any present arrangement.*" Again, I ask, would any man believe, that with all this sense of the importance of this account towards settling the arbitration he had submitted to, and all this lamentation for the want of it, Mr Frazer should have been himself the man, who, within

within less than a year and a half of this time, had actually stated this very account to Colonel Hannay, which he thus leaves it entirely to the Executors to bring to light. Mr Frazer, to repeat it again, was much interested, considering the company it was in, whether the Executors could bring it to light or no. In fact they searched in vain ; and the first award was made without it. Mr Frazer immediately took courage, and claimed his note. In the search that was recommenced in consequence of this claim, the account of the disbursements for the Elephants was found at the same time with the account by which the claim of the Note was detected ; and this was one reason for having the award upon the Elephant-concern reconsidered. I persuade myself I need not make another observation upon this conduct of Mr Frazer's upon the subject of the Elephant-concern.

Another reason with the Executors for having the award that had been made reconsidered, was (added to the suspicion they now began to entertain of Mr Frazer's character) the *variance* between the *original* of Mr Frazer's letter of 12th September 1780, to Colonel Hannay, which likewise they had now discovered among their brother's papers, and the *copy* of it that had been delivered in to the arbitrators by Mr Frazer. Upon this variance, produced by a mutilation, I have already submitted my observations.

But the third and principal reason that determined those Gentlemen to the measure they took, was, in the course of the fatal search that arose upon the demand of the Note, the discovery of as palpable a *fabrication*, surely, as ever was practised. What *interest* Mr Frazer had in such a fabrication, if I prove the fact, I shall think myself perfectly discharged from shewing. That it was apparently done to support a claim made in favour of another, every man feels, *if it was done*, is saying nothing. Whether

ther Mr Frazer really meant to carry the benefit arising from this fabrication to the account of another, in whose cause it was made, every man will judge for himself who has got so far in this Narrative. I have only pledged myself to bring forward the fact.

The subject of the claim made by Mr Frazer on Colonel Hannay's estate, in the name of Colonel Harper, the Reader will recollect, was, what should be due to Colonel Harper upon his share in the Elephant contract, in which he and Colonel Hannay had been jointly concerned. The management of this contract has been already stated to have been left principally to Colonel Hannay, who had received the profits of it; and therefore, besides the gross sum that was due upon it to Colonel Harper, Mr Frazer claimed *interest* in his behalf, on the proportion due to him, during the time it had been in Colonel Hannay's hands. And I scarcely mean here to dispute the reasonableness of such claim, if Mr Frazer had not *fabricated* evidence in support of it. For tho' the Executors of Colonel Hannay, as *Executors*, demurred to allowing it, on the ground that interest was not allowed upon open accounts in the Courts; yet they referred this, as every other matter in dispute upon the subject, to me and the rest of the arbitrators; and I, for one, was, in the end, of opinion, upon the equity of the case, that this claim should be allowed; and it was allowed accordingly. But while the matter was in arbitration, it occurred to me, to ask Mr Frazer, *Whether*, as it was a matter of long standing, *he had ever claimed this interest for Col. Harper, of Col. Hannay himself?* To which he replied, That he had; but that the Colonel had not agreed to it. And, upon my asking him what his objections had been, for these, and every thing else relative to our enquiries, he referred us to Col. Hannay's and his correspondence on the subject.

Among the copies of this correspondence given in by Mr Frazer, was one, purporting to be the copy of a letter (vide Appendix, Y,) written by him to Colonel Hannay, dated, Calcutta, 1st December 1780, in answer to one written to him by the Colonel, from Atterowlee, (vide Appendix, p. 20.), on the 17th of September preceding; in which copy, alluding to his claims upon the Colonel on behalf of Colonel Harper, he says, “ *The only thing we differ upon is, his right to interest on the sums you received through Middleton, and had the use of until your payment to me at Lucknow, of 35,000; and this we can, at mutual convenience, refer to the opinion of some friends.*”

This, the Reader sees, completely verified, in *appearance*, the pretence made by Mr Frazer, that he had demanded this interest of Colonel Hannay in his lifetime; and, as I intimated before, it was allowed in our Award.

But this was not the only purpose answered by this pretended copy. Col. Hannay, as will appear by references to his letter (vide Appendix, p. 20.) from Atterowlee, as well as by this present answer of Mr Frazer's, had advanced Mr Frazer the sum of Ct Rs 35,000, on account of Colonel Harper; for which, however, he had taken a *conditional* receipt from Mr Frazer, stating, that if that sum should turn out to *exceed* the sum due to Colonel Harper, the surplus should, upon the final adjustment of accounts, be repaid. The passage that imports this will be found in the letter referred to, beginning, “ All those circumstances I mentioned to you before,” &c. Upon which conditional receipt, a doubt might have arisen, whether any thing was now due to Colonel Harper, and whether Colonel Harper himself was not the Debtor.

Now, the pretended copy of Mr Frazer's answer, dated 1st December

cember 1780, served to answer this doubt in favour of his principal; as will appear upon turning to the paragraph in it beginning, " The clause in my receipt was very proper, because," &c.

A *third* end it answered was, to confirm the impression intended to be made by Mr Frazer's letter of the 12th September preceding, in the mutilated state in which the copy of it had been delivered in by him, namely, that he had, by that letter, been *demanding* a *debt* of Colonel Hannay; the policy and application of which, in support of the claim he was at this time meditating upon the Note, I have already pointed out. The passage of this pretended letter that was to confirm that impression, is to be found at the end of it. (Appendix, Y.) " You have not, (he pretends to say) replied to my last *requisition* of 20,000; but it is immaterial, as I am at present sufficiently provided:" Never, (the Reader will observe) saying any thing of the undertaking " *to replace it within two months,*" which would have clearly proved it to have been *borrowing*; but, on the contrary, referring to his application by a term peculiarly descriptive of an application for money *due*.

Such were the useful purposes which this letter might serve, as well upon the occasion of his future claim upon the *Note*, as upon the arbitration, with respect to which it was delivered in. Among which, too, it was perhaps not the least, that it is certainly written with a tendency (and is indeed a master-piece in this view) to impress the Reader with the most favourable sentiments of the Heart and Plain-dealing of Mr Frazer. The only question is, whether it was a *genuine* copy of the letter it affects to represent?

Among other unexpected discoveries made by the Messrs Hannays in their search relative to the Note, was that of an *original* letter from Mr Frazer to Colonel Hannay, *dated 24th December 1780*, written in Mr Frazer's own hand, and now in the possession
of

of the Executors. If this was the *real answer* to Col. Hannay's letter to him from *Atterowlee* the 17th September preceding, it follows, that the copy given in by Mr Frazer, dated 1st December, was a *fictitious* one. Whether it was or not, shall now be submitted to the judgement of the Reader.

I will endeavour to be as short as possible in the proofs. I might content myself, indeed, with referring the most inattentive, and indifferent reader, to the comparison of the two letters, with reference to Colonel Hannay's, and leave him to judge. First, Colonel Hannay's letter of the 17th September, related, as will appear upon turning to it, almost entirely to *Col. Harper's affairs*; so that, next to the *date* itself, it could not possibly have been described more properly than by that circumstance. How, then, does Mr Frazer's real letter, of the 24th December, begin? It begins by apologizing for not having replied before, to the Colonel's letter, *on the subject of Harper's affairs*. "*Let this state of mind, (he says), and your own experience, plead my apology, for not replying to your letter on the subject of Harper's affairs.*" Now, it has already appeared to the Reader, that, giving Mr Frazer credit for his *pretended* letter, of the 1st December 1780, delivered in by him to the Arbitrators as a true copy of his answer to Colonel Hannay's of September, that he *had replied* to that of Colonel Hannay's *most particularly*. The letter, therefore, of the *1st December*, and that of the *24th*, are *inconsistent*.—But that that of the 24th was *really* written by Mr Frazer, there can be no doubt; because it exists *in his own hand*. It follows, therefore, by consequence, that that of the *1st December* was a *pretended one*.

Again—In his letter of the 24th, he goes on, "I received it (meaning Colonel Hannay's) when I was busy preparing for my trip hither (to Calcutta); and not having brought it with me, I can only tell you that you were wrong in all your positions and suppositions.

—*I never in my life sent the copy of a letter from one friend in the country to another out of it,*” &c.

Here he assigns the want of Colonel Hannay’s letter, as a reason for not entering more minutely than he does into the subject of it.—But this is absolutely inconsistent with his pretended answer of the 1st of the month; in which, equally without Colonel Hannay’s letter by him, he appears to have replied to his *positions*, and *suppositions*, very particularly—and that of the 1st turns out most manifestly to have been a partial only, and fabricated copy of that of the 24th. In that of the 24th, he goes on from the part I last broke off at, to say, “*I never in my life sent the copy of a letter from one friend in the country to another out of it, in elucidation of business; and should be little pleased with any man that would use any part of my private correspondence in that way. When I shall have occasion to make use of my correspondence with you, I will sign myself as attorney for Harper, and not as your friend, claiming your confidence. I will hereafter reply to your letter.—This is an apology for the delay only.*

Now mind how he pretends to have written on the 1st of December.—“*I am writing to Harper (he says) by these ships; but, my friend, I never sent him any part of our correspondence. I have always considered it of a private nature.—When it becomes necessary to send him any correspondence, it may be formally carried on, and signed by me as his acting attorney, and not your friend. This necessity, however, I hope, will never occur.—The only thing we differ upon is, his right to interest,* &c. &c.

Now, is it possible to believe, that both these passages could really have been written, the one on the 1st December, the other on the 24th, without supposing Mr Fraser in his dotage? They are almost exact repetitions, the one of the other.—It is *actum*

K

agere;

agere; and to be accounted for only upon the supposition of that of the 1st having been copied from that of the 24th, which we know to be a real one. But an *honest* copy we likewise know it not to be; for it is not only different in point of *date*, but materially different in every other part, except that which I have this moment been extracting; it follows, therefore, that it is a *pretended* one only, *fabricated* to serve a purpose.

The Executors of Colonel Hannay, as I observed before, were, upon the discovery of the *real* letter of the 24th, so satisfied of this, that it became one of their principal reasons for requiring our Award to be reconsidered.

Upon the discovery made, and its being mentioned to Mr Frazer, he agreed that there was a mistake; but alledged that it was only in the *date*; and that the pretended copy was, in truth, not an immediate answer to the Colonel's letter of September, but the copy of one written by him to the Colonel on the 1st of *January* 1781. This, perhaps, is rather suspicious, by way of *amendment*; but let us take it so for a moment, and try how it will stand the test.

In the first place, it is a fact, that the Executors searched purposely, to see if they could find the *original* of any such letter, dated the 1st of January 1781; but they neither found any of that date, or of any other corresponding with it. But, to try this amendment by the test of reasoning, it is now agreed, that Mr Frazer wrote to Col. Hannay from Calcutta, the 24th of December 1780; excusing himself for not answering him more particularly than he was doing, on the subject of Harper's affairs, by the circumstance of his not having the Colonel's letter immediately by him to answer, but promising to supply the defect *hereafter*. Here is, then, a copy, pretended to be the copy of a letter, written by Mr Frazer, only
seven

seven days after, viz. on the 1st of January 1781; in which, without taking the smallest notice of his having written the Colonel a very long letter but seven days before, without affecting that he had since received the Colonel's letter at first, he yet enters into a minute detail on the subject of Harper's concerns; in reply to the very letter, which, only seven days before, he had apologised for not answering, because it was not then in his possession. But the most curious circumstance of all is, that, in this supposed letter of the 1st of January, he repeats almost *verbatim* what he had already written to the Colonel but seven days before; and this not upon any article of business that might require to be repeated, but upon a matter of observation only, without any thing new or varied concerning it. Possibly, if Mr Frazer shall think it worth his while to try his recollection again at the date of this letter, he may be more successful. But till he does, I leave it to be judged, whether it was or was not a fabrication. I had set out with supposing, that Mr Frazer had himself no *apparent* interest in the fabrication of it. But it now turns out, that it was calculated, in some degree, to give countenance to his favourite claim upon the Note.

Thus have I brought to a conclusion my narrative of a claim, loaded with such badges of an attempt to defraud, as I persuade myself no understanding, that applies itself to them, will doubt for an instant the effect of it.

That the claim was in fact not founded, stands confessed by Mr Frazer. That he *knew* it not to be founded, who can doubt that considers the circumstances?

First, the *Time* at which it was made—not *immediately* upon the death of Colonel Hannay, and when he was delivering in his accounts on behalf of Colonel Harper—but *postponed* till he had
every

every reason, that the nature of the thing could afford him, to be satisfied that he was in no danger of having it detected.

The *description of Person by whom* it was made—not a *female*, of whom precision in accounts is not exacted—not a *private gentleman merely*, unused to Money-transactions, who might perhaps be heard to alledge the plea of *oversight*—not a *boy*, but lately initiated into them—But a *Man regularly bred to business*, and long conversant in it; of natural talents, of acquired skill, and of accustomed accuracy—who must be presumed to have had his *Ledger*; and who could not have looked to that *Ledger*, to which his attention was upon this occasion over and over again called, without seeing that the Note claimed had been liquidated :

The *Sum in question*—not a *trifling* one, that might have slipped a man's memory—*liquidated* not a length of time back, which the memory might not have reached, supposing the *Ledger* to have afforded no trace of it—but a *Sum of considerable magnitude*, included in an Account balanced within less than *two years* of the time at which it was now claimed over again, and constituting the proportion of no less than *four-fifths* of the *whole sum debited* previous to any Balance :

The *Precautions* taken, and *Means used* to favour it—a concealment of evidence, and the most affected ignorance—the *Mutilation* of one letter, and *Fabrication* of another :

The *Manner* in which it was made, and afterwards dropped—*Made*, not in the open, sober method of one friend claiming a just debt of another, but in obstinate concealment of all satisfaction to the Executors concerning it—insisting upon the title of the note itself; endeavouring to stifle their doubts, and hurry on the payment of it, by indecent menaces of law, and claims of legal interest
—asserting

—asserting it, with the most deliberate and determined assurance, till the resolute conduct of the Executors began to excite alarm; and even then, taking upon himself to be positive as to his correctness about it, and offering to confirm his testimony upon Oath—*Dropped*, not upon a conviction reasonably demanded on his part, and reasonably afforded by the Executors, that he had not been correct; but upon *information* only of a discovery by the Executors, of accounts, by which it appeared to have been liquidated; —*dropped instantly*, with a confession of the mistake, a fruitless attempt to explain it, and a submission at once to the Terms imposed upon him:

Lastly, the *Persons upon* whom it was made; not his enemies—not Persons indifferent to him; but the Representatives of his deceased *Friend*, by whom he had been trusted.

If these are Badges of fraud, and of aggravated fraud, which there is no mistaking, Mr Frazer, before he can get rid of them, must get rid of his own Letters, and of the testimony of the Executors: for to these only have I appealed for my assertions.

That it should have fallen to me to have published them, I regret sincerely. I know the value of character, and the blessed enjoyment of Friends. But I know likewise my duty to the Public, and what I owe myself. I am not conscious I ever had a difference with Mr Frazer in my life; or ever disliked him, but in that spirit of indignation, which I would not but feel against every man whose Integrity I have the strongest reason to question. When I first objected this charge to Mr Frazer's proposer at the Bengal Society, I was not conscious, I am not conscious now, that I was disclosing any thing not perfectly notorious to every man in Calcutta at the time Mr Frazer gave rise to it. I was satisfied to have acquiesced in the Award made between us, howsoever I ap-

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pealed

pealed from it to my own Conviction. But Mr Frazer, in a rash confidence that has more than once betrayed him, has chosen to draw me out again, by his insulting contumely. For the peril into which he brings my *Life*, he knows me little, if he thinks I estimate it. Whether *his character* or *mine* will best bear the searching Eye of the Public, it is, perhaps, too late for him to consider. I can at best say to him, in the memorable words of *Junius*, (whose *concealment* of himself, however, *I* have disdained to imitate), that, “ from the Lesson I have given you, you may collect a profitable instruction for your *future* life. It will teach you, either so to regulate your conduct, as to be able to set the most malicious enquiries at defiance; or, if this be a lost hope, it will teach you prudence enough not to attract the public attention to a character, which will only pass without Censure when it passes without Observation.”

April 9th 1787.

ROBERT STEWART.

E R R A T A.

The sum of the Promissory Note is supposed, in p. 15. to have borne the proportion of four-fifths to the *balance* of the account delivered in in 1781. But this is a mistake. The fact is much stronger. It bore that proportion even to the sum *debited* to Colonel Hannay in that account, (which was but Ct Rs 2193, 9, 7) before the deduction of the *credit* side was made from it, and any balance struck. The *balance* of that account was only Ct Rs 6842, 3, 2, (equal to 684l. 4s.), a sum evidently much *below* the Note.

AP-

A P P E N D I X.

A

The Account Current, N^o II. was inclosed in this Letter.

DEAR MAJOR,

MANY fruitless letters have I written you. Accompanying I have the pleasure to transmit your Account Current, Balance in my favour, 30th of April last, Ct Rs 9233, 3, 8. In part of which I have this day drawn on you for Current Rupees nine thousand, at thirty days sight, in favour of Captain Samuel Kirkpatrick, to whom I am indebted, and paying interest, and which, I hope, will put you to no inconvenience.

I am,

Your's affectionately,

J. FRASER.

*Dinapore,
June 19th, 1776.*

MAJOR HANNAY.

Extract

B

*Extract of a Letter from Mr James Frazer to Major Alexander Han-
nay, dated October 9. 1776.*

(The Account, No. III. for the Balance of which the *Note of Hand* was granted,
was inclosed in this Letter.)

As it is said that short accounts make long friends, that I do not intend to alter towards you, until you land in the King's Bench prison for bribing and corrupting, and that I believe I shall not even quit you then, I hurry my account, or rather the continuation, to your hands. *If you approve, send me a chit, or something in the promissory way, acknowledging that you this day owe me so much money, that, should we walk off, our heirs may have no dispute.*

Not, please God, I hope that either of us shall. I return you my draft in favour of Kilpatrick, which you accepted. We shall meet above next month, I suppose. When you leave Chunar, or are preparing for it, write me. Here is a letter from Cockaell. Anderson very ill, he says.

I am,

Your affectionately faithful friend,

J. FRASER.

Th-

C

The Account-Current, N^o IV. which contains the same principal Sums as the preceding Accounts, N^o I. II. and III. on which a Charge of Interest is made, was inclosed in this Account.

MY DEAR COLONEL,

REPORT flattered me with the expectation of seeing you at Lucknow, which prevented me the pleasure of writing you during my stay there.

I am just arrived on board my boat, and write principally to inclose your Account-Current, 30th April last, Balance in my favour, Ct Rs 6842, 3, 2, or £ 684 4 s. 6 d.

It was not my intention, originally, to have charged you interest; but as such a length of time has intervened, and that I have invariably paid interest to every man of whom I ever had money, you would not, I am sure, thank me for omitting to state an Interest-Account with you. It is in this persuasion that I have adopted the general custom of business, and my own invariable mode of stating Accounts. I believe I have paid as much money for interest of money, these fourteen years, as would purchase me a German Principality. Should I have committed any mistake, or that you have no time to examine the Account, I beg you will, at all events, on receipt of this, transmit me a bill to Patna, on Calcutta, for Ct Rs 4614, 8, payable, if you please, to James

M

Grant

Grant or order. I received so much on his account, now at Lucknow, and expended it. I cannot conveniently draw upon my own Attorney for the money, which makes me so desirous for a bill from you for the nett sum. If you cannot draw, write me three words, that I may not neglect to refund Grant some other way. Your books I have returned to Hoolas Roy, to wait your orders. The book-case is still in my possession, and you may charge me what you please for it, if you are not desirous to have it back.

Harper's accounts I shall be infinitely obliged to you to transmit. There is an account between him and the estate of Burton, which I cannot adjust till I see your's. *The accompanying is, I believe, an extract of my disbursements for elephants.* If you will make out a general account, in this manner, of all the disbursements by individuals, added to your own remittances and disbursements, the whole cost of the concern is at once ascertained. Dedicate an hour to this business, and oblige

Your affectionate Friend,

J. FRASER.

Fayabad,
July 13th, 1781.

COL. HANNAY.

The

D

*The open Account - Current, N^o V. the Balance of which,
Ct Rs 314, 15, 8, was the only Sum actually due to Mr Fraser
at Col. Hannay's Death, was enclosed in this Letter.*

MY DEAR COLONEL,

CLOSING and BALANCING ACCOUNTS, I find myself considerably in arrear with Martin; and to assist in liquidating a debt I contracted to him last year at Lucknow, I this day gave him a bill on you for Ct Rs 1500; which I beg the favour of you to duly honour, credit being given you for the same in account, as per accompanying Extract, or Sketch of Accounts.

I remain invariably,

Your's, most affectionately,

J. FRASER.

April 30th, 1782.

LIEUT.-COL. ALEX. HANNAY.

DR,

(i)

Dr, MAJOR HANNAY, in Account Current with JAMES FRASER, Cr.

To fundry Charges as per the foregoing,	3531	15	9	By Cash from Mr Burgh, Sa Rs 1000, or	1160	0	0
Thomas Motte, for Cash advanced by him to Mr Cornack, by my desire, and charged against me, -	554	0	0	Balance at your Debit in new Account,	8294	8	0
One Mangee, and Six Dandies with your Horse to Calcutta, Sa Rs 22, or	24	6	9				
Cash advanced Mr Turnbull, per Receipt, Sa Rs 300, or -	333	0	0				
Ditto to Attacanah from the Hill Rajah, Sa Rs 10, or - -	11	1	6				
C Rs	9454	-	0	C Rs	9454	8	0

Errors Excepted, DINAPORE, April 30. 1775.

(Signed), J. FRASER.

Nº II.

No II. DR, Major ALEXANDER HANNAY, in Account Current with JAMES FRASER,

[illegible]

DR, Major ALEXANDER HANNAY, in Account Current with JAMES FRASER, CR.

				9863	1	4		Brought forward Current Rupees, By Balance at your Debit in new Account;	2161	9	2
1775. Sept. 13	To Cash paid Candy Confectioner, per your Order		200 0 0								
29	To ditto, ditto, ditto		60 0 0								
	To ditto, for Beef-hare for your Horses to Calcutta		61 8 0								
	To 2 Sydes, and 3 Grads Cutters, for two Months		51 0 0								
	To Gram		6 3 9								
	To Cash paid your Girls		100 0 0								
	Ditto one Durwan, two Molleys, and one Beelee		18 8 0								
	Ditto one Matrany		1 8 0								
		Sa Rs	498 11 9	553	9	3					
Oct. 10	To Cash paid your Girls		100 0 0	111	0	0					
Nov. 17	To ditto, ditto		100 0 0								
	Ditto Durwans, &c.		7 8 0								
	Ditto Beelee, Matrany, &c.		8 0 0								
		Sa Rs	115 8 0	128	3	3					
Dec. 19	To Cash paid your Girls		100 0 0								
	One Durwan, 2 Molleys, 1 Beelee, and 1 Matrany		21 0 0								
		Sa Rs	121 0 0	134	5	0					
1775. Jan. 2	To Cash paid your Syfe for Gram		21 0 0								
	Ditto your Girls		100 0 0								
	One Durwan, 2 Molleys, 1 Beelee, and 1 Matrany		21 0 0								
		Sa Rs	142 0 0	157	10	0					
Feb. 3	To Cash paid your Girls		100 0 0								
	Ditto Gram for Bullocks		10 8 0								
	Ditto Way Charges for Horses and Bullocks to Calcutta		29 4 0								
	Ditto 1 Durwan, 2 Molleys, 1 Beelee, and 1 Matrany		21 0 0								
		Sa Rs	160 12 0	178	6	0					
March	To Cash paid your Girls		100 0 0								
	Ditto 1 Beelee, 1 Durwan, 2 Molleys, 1 Matrany		21 0 0								
		Sa Rs	111 0 0	134	5	0					
April	To Cash paid your Girls		100 0 0								
	Ditto 1 Durwan, 2 Molleys, 1 Beelee, and 1 Matrany		21 0 0								
		Sa Rs	121 0 0	134	5	0					
		Current Rupees	11394	11394	12	10					

DINAPORE, April 30. 1776. Errors excepted,

(Signed), J. FRASER.

1776. April 30	To Balance of Account this Day	-	-	-	9233	3	1775 June	By my Draft on you in favour of Capt. Kilpatrick, By Balance,	-	-	9000	0	0
May 14.	To Cash paid your Girls	-	-	100	0	0						0	0
	Ditto two Molleys	-	-	7	0	0					10120	8	6
	Ditto Digging a Well	-	-	2	0	0							
	One Durwan	-	-	6	0	0							
	One Sweeper	-	-	1	8	0							
	One Beeftce	-	-	5	8	0							
				Sa Rs 122	0	0							
	To Cash paid Mr Barry as per his Bill, for a Boat hired to Sobdy, to carry down your Effects in October last, omitted	-	-	108	14	9							
June 17.	To Cash paid your Servants	-	-	120	0	0							
	To Ditto Ditto for your Bungalow Repairs	-	-										
	Bamboos 570	-	-	Sa Rs 8	8	0							
	Straw Beds 247	-	-	19	0	0							
	Grammies, &c.	-	-	13	0	0							
	Mooze Twine	-	-	3	8	0							
				44	0	0							
				Sa Rs 164	0	0							
July 3.	To Cash paid your Servants	-	-	120	0	0							
Aug. 15.	To Ditto	-	-	133	3	3							
Sept. 12	To Ditto	-	-	120	0	0							
		-	-	133	3	3							
				399	9	9							
Oct. 9.	To Ditto advanced the Sepoys with Horfes	-	-	28	12	10							
	To my Draft on you in Favour of Capt. Kilpatrick, 20th June last, accepted by you, but now returned by Capt. Kilpatrick, not having been paid, and therefore herewith sent you	-	-	9000	0	0							
	To Cash paid your Servants at the Bungalow,	-	-										
	Two Molleys	-	-	7	0	0							
	One Durwan	-	-	6	0	0							
	One Beeftce	-	-	5	8	0							
				Sa Rs 18	8	0							
				9049	5	4							
				19120	8	6							
				Current Rupees							Current Rupees		
											19120	8	6

DINAPORE, October 9th 1776. Errors excepted.
(Signed), J. FRASER.
N. B. This is the Account for the Balance of which the Note of Hand was granted.

1773.	To findry petty Charges, preceding this Date, repairing your Chaise, as per Account particulars delivered you																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									</
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**** These Sums were not added together in the Original.**

1775.		Brought forward,		9681		0		0		Brought forward Ct Rs		15951		6		5	
June 2.	To Cash for Elephant Charges going to Camp		57	0	0												
11.	To Ditto your Girls and Servants		120	0	0												
	Ditto three Syfes and three Grafs Cutters		25	8	0												
	Ditto Mahout for Elephant Charges	50	0	0													
	Deduct Batta	5	0	0													
	Gram for Ditto	45	0	0													
		5	13	6													
July 31.	To Ditto paid your Girls and Servants	120	0	0													
	Three Syfes and three Grafs Cutters	25	8	0													
	A Mahout for Elephant Charges	45	0	0													
	Gram	5	13	9													
		196	5	9													
Aug. 1.	To Ditto the Rajah's People	5	0	0													
31.	To Ditto your Girls and Servants	120	0	0													
	Three Syfes and three Grafs Cutters	25	8	0													
	Boat Gram	6	6	9													
		156	14	6													
Sept. 13.	To Ditto Camdy Confumah your Order	200	0	0													
29.	To Ditto, Ditto, Ditto	60	0	0													
	Ditto Boat-hire with the Horfes to Calcutta	61	8	0													
	Ditto your Girls and Servants	171	0	0													
	Gram	6	3	9													
		498	11	9													
Oct. 9	To Ditto your Girls	100	0	0													
	To Ditto M. Barrie per Bill for a Boat-hire	108	14	9													
	to Sabdy, to carry down your Effects	108	14	9													
Nov. 17	To Ditto your Girls	100	0	0													
	A Durwan and Beehee	15	8	0													
		115	8	0													
27.	To Lt Law's Claim on you deducted in pay. }	-	-	-													
	ing Capt. Brookes' Draft in your Favour }	-	-	-													
Dec. 10	To Cash paid your Girls and Servants	121	8	0													
1776		121	8	0													
Jan. 2.	To Ditto Ditto	121	0	0													
	Ditto Size for Gram	21	0	0													
Feb.	To Ditto your Girls and Servants	121	0	0													
	Gram for Bullocks	10	8	0													
	Way Charges for Horfes and Bullocks	29	4	0													
	to Calcutta	160	12	0													
Mar. 31	To Ditto your Girls and Servants	121	0	0													
April 30	To Ditto Ditto	121	0	0													
May 15.	To Ditto Ditto and Digging a Well	122	0	0													
June 17	To Ditto Ditto	120	0	0													
	Repairing your Bungalow	27	8	0													
	Twine and Grammes	16	8	0													
		164	0	0													
		182	0	9													
		12994	2	7													
		Carried forward															
		15951	6	5													
		Carried forward															

Dr, Major ALEXANDER HANNAY, in Account Current with JAMES FRASER, Cr.

	To Cash paid your Servants	To Ditto Ditto Ditto	To Ditto Ditto Ditto	To Ditto Ditto the Sepoys with Horfes	To Ditto your Servants	Brought forward Ct Rs		12993		By Balance due to me		Brought forward,		15051		6		5																			
July 3	-	-	-	-	-	-	-	-	133	-	-	-	-	-	6842	-	-	-																			
Aug. 1	-	-	-	-	-	-	-	-	133	-	-	-	-	-	-	-	-	-																			
Sept. 1	-	-	-	-	-	-	-	-	133	-	-	-	-	-	-	-	-	-																			
Oct. 9.	-	-	-	-	-	-	-	-	49	-	-	-	-	-	-	-	-	-																			
30	-	-	-	-	-	-	-	-	49	-	-	-	-	-	-	-	-	-																			
Interest on the following Sums from their respective Dates to 30th April 1781, at 10 per cent. per annum.																																					
	365 15 0 from 30 September, 1773	548 1 0	48 13 0	554 6 6	2410 11 3	349 4 0	188 18 9	192 7 6	192 15 6	210 5 9	209 12 6	210 4 6	1953 15 3	269 9 3	230 12 6	214 1 6	205 12 6	205 12 6	922 8 3	226 8 3	231 4 3	217 15 3	174 7 0	555 9 3	231 14 3	128 3 3	718 6 7	134 5 0	157 10 0	178 6 0	134 5 0	135 6 9	182 0 9	133 3 3	133 3 3	49 5 4	
	31 December	31 January, 1774	28 February	31 March	30 April	31 May	30 June	31 July	31 August	30 September	31 October	30 November	31 December	31 January, 1775	28 February	31 March	30 April	Do. Do.	31 May	30 June	31 July	31 August	30 September	9 October	17 November	Do. Do.	19 December	2 January, 1776	28 February	31 March	30 April	15 May	17 June	3 July	18 August	12 September	30 October
	280 8 11	401 13 6	35 8 6	397 6 0	1757 8 6	223 9 0	130 14 3	131 8 3	130 4 0	140 3 6	138 4 0	136 8 0	1253 12 0	140 11 3	144 3 9	131 14 6	125 3 0	123 7 6	553 8 0	134 0 3	134 14 3	125 5 3	99 11 0	308 15 9	128 14 0	71 15 9	369 15 0	72 1 3	83 14 6	92 2 6	68 5 0	67 2 0	88 9 6	64 3 0	63 1 6	62 2 0	22 3 6
Current Rupees																			8451	7	11	21893	4	7	Ct Rs	21893	9	7									

DINAPORE, April 30. 1781. Errors excepted. J. FRASER.

No V. DR, Lieut.-Col. ALEX. HANNAY, with JAMES FRASER, Cr.

1781. April 20. 1782, Jan.	To Balance of Account Current this Date To Cash advanced, six Partelies sent you 423, viz. as per Note, to Major Lumidane	- - -	684	2	1782. Jan. 22.	By my Draft on you favour of Sulochund Bridgeo Baffy, Lucknow St Rs 5496 12	5496 12	0
	Mds. M. Ds. Pooran 500 1 9 31 Boat Hire — — 3 15	per Mo. — 46			April 30.	By my Draft on you favour of Colonel Martin	1500 0	0
	Lothhund — — — — — Jootan — — — — — Bochoo — — — — — Boodun — — — — — Affah — — — — —	Mds. M. Ds. 500 1 9 Ditto 46 500 1 9 Ditto 46 500 1 9 Ditto 46 500 1 9 Ditto 46 600 1 10 Ditto 52				* Balance	* 6996 12 0 * 314 15 8	
	One Month Half Month	St Rs 282 141						
	St Rs 423		469 8	8				
			* 7311 11	8			* 7311 11	8

* N. B. The Sums with the Asteriks prefixed were not in the Original, but are added, to show the Balance of the Account.

E

To J A M E S F R A S E R, Esq;

S I R,

I BELIEVE I misunderstood you the other morning, in thinking that you claimed the amount of the promissory Note, independent of the Balance of the Account-Current. Pray am I right or not?

R A M S A Y H A N N A Y.

F

To R A M S A Y H A N N A Y, Esq;

DEAR SIR,

THE promissory Note *being neither stated, or charged in the account*, must necessarily be independent of that account, and the Balance of it. If you wish for any elucidation of the Account,

(7)

count, or the mode or amount of my receipts, be pleased to inform me.

I am, DEAR SIR,

Your's, most obediently,

J. F R A S E R.

Wednesday.

N. B. The 19th March 1783.

G

To J A M E S F R A S E R, Esq;

S I R,

I NEVER imagined your demand on my brother's estate to be of the magnitude it appears to be, and will therefore be obliged to you to inform me how it arose; that is, on what occasion the Note was granted, and why it was not inserted in the accounts-current that have been sent in subsequent to the date of it.—*I also beg to know the precise sum you have to demand of the estate.*

I am, &c.

R A M S A Y H A N N A Y.

P

To

H

To RAMSAY HANNAY, Esq;

DEAR SIR,

I HAVE no demand on your late brother but what is constituted by his *promissory Note*, and the *small Balance of the open account*; both originated from money advanced solely to accommodate his convenience, as often thankfully acknowledged by him. I did not chuse to involve the Note, which I held of nearly equal validity with a bond, in an Account-current, from which it was distinct, and on which there was a Balance due to me, and he did not desire it. I had, moreover, some difficulties about interest. After the amendment of his money-concerns, I frequently signified the wish to be reimbursed both, without pressing it. He suggested different modes of liquidating the debt, to save the exchange on his money, &c. &c.; and last year he assured me, that he had, the August preceding, transmitted me bills on you for a considerable amount; but I never received them, nor any others. I have been looking for some papers and letters to send you; but I cannot lay my hands on them to-night, though I have detained your Hircarrah purposely.

I am, Dear Sir,

Your's, most obediently,

J. FRASER.

*Thursday night.**N. B. 20th March.*

N. B. To this letter there was the following Postscript, though not printed in the first edition of the Narrative.—*The Note is dated 13th October 1776, for Gt Rs 10,120, 2, 6; and I believe interest is chargeable on it to the time of his death at least.*

To

I

To RAMSAY HANNAY, Esq;

DEAR SIR,

ON enquiry I find it an established Rule in Court, to allow interest on promissory notes; propose therefore to charge your brother's estate to the 13th August last, *because my own preference, declaredly, to the more complex account of Harper, has been the cause of delay.* If I am right, it will stand thus:

Promissory Note, dated 13th October 1776,	-	Ct Rs 10120	8	6
Interest thereon, from the date to 13th August 1782, 10 per cent.		5903	10	0
		<hr/>	<hr/>	<hr/>
		16024	2	6

Add Balance of Account-current.

Please to send me the copy of the account I left with you, that I may sign it, and send it with the promissory note, and any acquittance, or discharge, you may think necessary; when it shall suit your convenience to discharge the amount, the sooner the more convenient to,

Dear Sir,

Your's, most obediently,

J. FRASER.

March 22d 1783.

To

K

To JAMES FRASER, Esq;

DEAR SIR,

THE Executors of the will of my deceased brother, consider the information that you have given them respecting the promissory note insufficient to justify their paying the amount, and I must therefore beg the favour of you to send me some other vouchers, particularly the account from which the balance of 6842 3 2 is taken.

I am, &c.

RAMSAY HANNAY.

L

To RAMSAY HANNAY, Esq;

DEAR SIR,

I HAVE this moment your note; but I confess honestly to you, I do not understand it: I would be very glad on this, and every occasion, to give satisfaction to the Executors of your brother's will; but I confess I think it an unusual thing to be called
on

on formally for vouchers in support of the promissory note, written and subscribed by the deceased; and when I intended to have sent you the other evening some letters, it was for your private satisfaction and information, and not formal proof. *If the note does not sufficiently establish the debt in law, I must have recourse to such collateral proofs as may be in my power; and in the mean time, to prevent useless trouble and waste of time, I must beg the favour of you to inform me explicitly, whether the Executors, through you, refuse to pay the note, and for what reasons, that I may inform myself whether it may be most for my interest and convenience to prosecute the estate in this country, or in Europe.*

I will send the account you want as soon as I can get it copied, but my writer has been sick and absent from me these three weeks.

I am,

DEAR SIR,

Your's, most obediently,

March 22. 1783.

J. FRASER.

M

To RAMSAY HANNAY, Esq;

DEAR SIR,

ON a reference to your note of yesterday, which was delivered to me just as I got up from sleep, I perceived I did not sufficiently
 Q advert

advert to the reasons assigned by the Executors of Colonel Han-
 nay for refusing to pay the deceased's promissory note, the insuffi-
 ciency of the information I had given respecting it.—I beg
 leave to observe, that I never meant by my communications with
 you to add to the validity of that instrument, nor did I conceive
 it necessary, or required of me. The Executors of Colonel Han-
 nay act upon oath, and I *rest the Colonel's promissory note upon its
 own ground, without asking or wishing any favour at all to it, from
 the heirs or executors. If they do not think themselves warranted
 to pay it on its own principle and self-evidence, no collateral informa-
 tion of mine ought to induce them; on the other hand, I owe it, in
 justice to myself, to adopt the most expedient means of supporting and
 securing what I know to be very clearly my right; and, to prevent
 misunderstanding, I beg leave to revoke the arrangement of interest, in
 my note to you of yesterday, holding it fair, in a decision at law, to take
 my chance of what it grants: 12 per cent. I am told, is the interest
 allowed by the Court; and, if I am rightly informed, the refusal of a
 demand authorises the charge to the day of payment.* As these cir-
 cumstances make a considerable difference, I think it necessary to
 mention them, that they may not afterwards appear novel. I la-
 ment very much the trouble created to you, individually, in this
 business, and wish I had earlier understood the intention of the
 Executors. I beg you will excuse this additional, but last trouble
 on the subject; and

I remain, Dear Sir,

Your's, most obediently,

J. FRASER.

March 23. 1783.

To Mr HENRY STARK.

DEAR SIR,

As we are apprehensive Mr Frazer may say in answer to the bill, that he has sent the note of hand to England, we think it may be necessary to make a demand for the return of it before the sailing of the packet: I submit to you the propriety of it, and if you think it right, request that you will, without any delay, make the demand. You may inform him, that our reason for demanding it is, that we are of opinion it has been already paid.

RAMSAY HANNAY.

O

To HENRY and JAMES STARK, Esqrs.

GENTLEMEN,

I AM this moment favoured with your note of the 8th. I am really little versed in matters of law, and cannot make an answer to this note till Saturday morning, when I shall be in town, and furnish you with my reply; mean while,

I am, Gentlemen,

Your most obedient humble Servant,

JAMES FRASER.

To

P

To HENRY and JAMES STARK, Esqrs.

GENTLEMEN,

JUST as I came home last night, I received and acknowledged your note of the 8th, promising an answer on Saturday morning. The Executors of Colonel Hannay never intimated to me that the deceased's promissory note was discharged in his lifetime; they demurred to the payment on a plea of insufficiency of vouchers, and, hurt at it, I signified an intention, if I found it practicable, to enforce payment in Europe; but I have since done nothing at all in the business. I think the plea now set up in the requisition through you is intended to compel an adjustment in this country; but taking the literal meaning, it conveys, you may believe, a very unpleasing imputation; and *I assure you upon my word, Gentlemen, as I am ready to confirm upon oath, that I am not conscious of any ground in the world, on which the Executors of Colonel Hannay can found such a suspicion. I am positively clear I never charged this note to Colonel Hannay's account in any manner whatever, nor ever received value for it from him, or any body else, by myself, or any other person authorised by me. But if the Executors think they have any just grounds to suppose the contrary, I will be most ready to give satisfaction in every reasonable point; and if they have any proof, I will, they may be assured, not only be ready to give up the note, but render any recompence suitable to the occasion. After this declaration, I think it will be candid to tell me what is meant or alluded to; and from*
you,

you, Gentlemen, I beg the favour to be informed. I am quite ignorant of law, as I believe you are acquainted, and, added to my general aversion to litigation, I should be particularly reluctant to engage now in any controversy that might probably require more time to decide than I propose to remain in the country. I shall not seek any information in the business until I hear from you in answer to this.

I am,

Gentlemen,

Gardens,

Your most obedient humble Servant,

Thursday morning.

J. F R A S E R.

Q

Messrs S T A R K S.

GENTLEMEN,

THE reasons why the Executors of the will of Colonel Hannay demurred paying the promissory note demanded by Mr Frazer, was, because they then had some doubts of its being due; and why they now demanded the return of it, is, because they are satisfied the doubts they then entertained were not groundless. If Mr Frazer is assured that the note of hand has never, by any
R means,

means, been discharged, no information we could give ought to induce him to deliver it up; and, in that case, we must try what a law-process can do, in establishing our right to have it returned and cancelled. If, on the other hand, he is of opinion the Note is not justly due, he cannot require our reasons for not paying it, to prevail on him to deliver it up when demanded.

This you will please to inform Mr Fraser, and, at the same time, we expect his final determination without delay.

RAMSAY HANNAY.

R

To RAMSAY HANNAY, Esq;

DEAR SIR,

I EXPECTED to have had the pleasure of hearing from you yesterday. *To put an end to this business of your brother's Note altogether*, I here inclose it to be cancelled, which, I suppose, is all that can be required.

I am,

Gardens,

DEAR SIR,

Tuesday Morning.

Yours most obediently,

N. B. *The 15th April.*

J. F R A S E R.

To

S

To J A M E S F R A S E R, Esq;

S I R,

I HAVE received your letter, with its enclosure, the promissory note, granted to you by my deceased brother, for the balance of an Account Current.

The recovery of this Note was certainly all the Executors had in view in the steps they have used; *but, as they have necessarily incurred some expence, in employing counsel, &c. they expect that you are to pay it, and I shall therefore direct Mr Stark to send you in his bill of charges for you to discharge.* The Executors, also, think it proper, that the elephant business be re-considered; as they are of opinion, the information the arbitrators determined upon was improper; and that, had it not been for this information, they would have given a very different award.

I am, SIR,

Your obedient Servant,

R A M S A Y H A N N A Y.

Calcutta,
15th April, 1785.

To

T

TO MAJOR ALEXANDER HANNAY.

(The original Letter.)

MY DEAR MAJOR,

I WROTE you the 9th instant, concerning extract of a letter from Harper, and pressing you to hasten the adjustment of his account, which I now earnestly entreat. The poor fellow seems in great tribulation about the untoward state of his affairs, and no wonder. I begged of you also in my last, to let me have a bill on Calcutta, for 5 or 6000 Rs on my own account. Should you have any cash in Calcutta that you can command, will you oblige me by an order for 20,000 Rupees, *to be replaced within two months?* I will thank you if you do. But at all events, my friend, fail not in writing me two or three lines in reply, and you will oblige

Your affectionate Friend,

J. FRASER.

September 12. 1780.

N. B. This letter, in Mr Fraser's hand-writing, is in the hands of Colonel Hannay's Executors.

To

U

To MAJOR ALEXANDER HANNAY.

(*Mutilated Copy.*)

MY DEAR MAJOR,

I WROTE you the 9th instant, covering extract of a letter from Harper, and pressing you to hasten the adjustment of his account, which I now earnestly entreat. The poor fellow seems in great tribulation about the untoward state of his affairs, and no wonder. I begged of you also in my last to let me have a bill on Calcutta for 5 or 6000 Rupees, on my own account—Should you have any cash in Calcutta that you can command, will you oblige me by an order for 20,000 Rupees, and I will thank you if you do; but at all events, my friend, fail not in writing me two or three lines in reply, and you will oblige

Your affectionate Friend,

September 12. 1780.

J. FRASER.

[The preceding letter was delivered by Mr Frazer to the Arbitrators who settled the Elephant Account, and was attested to be a *true copy* of one he had written to Colonel Hannay.]

S

To

To J A M E S F R A S E R, Esq;

MY DEAR FRASER,

Atterowlee, Sept. 17. 1780.

I HAVE had the pleasure to receive your favour of the 9th, enclosing me an extract from a letter of Harper's by the Duke of Kingston—I too sensibly feel his losses, poor fellow, not to be as solicitous as any man can be to bring the elephant concern to as advantageous a close as possible; and you must do me the justice to admit, that it has not been owing to any neglect or blame of mine, that it has been kept so long in suspense. The original sale of the elephants amounted to 108,000 Rs; Harper's advance on the purchase was 22,000 Ct Rs—mine was far more considerable. There is still upwards of 16,000 Halee Sicca Rs due by Polier upon this concern. In November last I paid you 35,000; I had before paid Burton a considerable sum, I believe about 5000 Rs, but which I cannot ascertain, until I return to my cantonments where my papers are. All these circumstances I mentioned to you before, when we were together; but you seem to forget that they made so sensible an impression upon you then, that you expressly engaged, in the receipt for the 35,000 Rs. that, if it exceeded the sum which might appear due to Harper upon the final settlement of the account, you was to repay me the surplus; and write to me for remittances, as if I were in possession of the funds. I believe, Frazer, you transmit Harper copies of all your correspondence upon his money matters: let me submit it to your own reflection, whether, upon his perusal of your letter, now before me, it must not appear to him, that without consideration either to his convenience,

nience, or the rights of friendship, I am wilfully keeping possession of his money, the contrary to which you well know to be the fact. In the course of a month I shall be able to see and decide upon the probability of recovering Polier's debt; and, if there is even a shadow of my being able to recover it, I mean to give Harper credit, and take the debt upon myself; and, until this is effected, what purpose can it answer for me to send you the account? If there is any balance due to Harper at that time, I will give you a bill on Calcutta for the amount; and if the reverse is the case, I will of course call upon you for the difference: And with respect to your private account and mine, if you will be so good, my friend, as make it up to the first of next month, and send it me, I will instantly grant you a bill on Calcutta for the balance. I am far from well, and living in a country which is as bad as the Fens of Lincolnshire; so I shall only add, that I ever am,

My Dear Frazer,

Your sincerely affectionate and faithful friend,

ALEX. HANNAY.

(Signed)

True Copy.

J. FRASER.

[The preceding letter was laid before the Arbitrators who settled the Elephant account by Mr Frazer.]

(The

Y

(The fabricated Letter.)

MY DEAR HANNAY,

ON the eve of my departure from Digah, I received your letter from the Fens. I hope they'll prove as fertile in preparing for the London Market as those of Lincolnshire; if not, I shall for ever execrate them for the untoward influence they suddenly have acquired on the temper of my friend. I have been at this place now till I am tired, and I hope to quit it by the middle of the month. I am writing to Harper by these ships; *but, my friend, I never sent him any part of our correspondence. I have always considered it of a private nature; when it becomes necessary to send him any correspondence, it must be formally carried on, and signed by me as his acting attorney, and not your friend.* This necessity, however, I hope, will never occur. The only thing we differ upon is, his right to interest on the sums you received through Mr Middleton, and had the use of, until your payment to me at Lucknow, of L. Sa. Rs. 35,000; and this we can, at mutual convenience, refer to the opinion of some friends. The clause in my receipt to you was very proper, because at that time the Nabob's bond for the balance, principal and interest, ascertained in March 1777, about 30,000 Rs. was then outstanding, together with the balance of Polier's account, 20,000, inclusive of interest, drawn out by myself at your desire, and admitted by him with some little variation in the batta.

These

These were the funds whence I expected your ability to aid Harper; and I still sincerely trust you will be able to obtain credit for those sums in the Fouzdar's accounts with the Vizier. I know I need not urge you—I know, full well, the trouble you have had in this concern—I was an eye-witness to your perseverance, when we were fellow-labourers at Afuph's Court—I know also the sincerity and disinterestedness of your friendship for Harper:—but, my friend, consider the predicament I stand in between you; I have the happiness to be esteemed the friend of both; and I hope never to have the misfortune of forfeiting any part of the partiality of either of you. I love and esteem you both, and would act equally for either; and I am sure, my dear friend, you will, in cool reflection, acquit me of any impropriety to either, in the application which seems to have displeased you. I must pay another visit to Lucknow, and shall, if possible, storm your encampment in my way. *You have not yet replied to my last requisition of 20,000*; but it is immaterial, as I am at present sufficiently provided. News I know none, and politics we'll talk of in your jungles.

I am, &c.

(*True Copy.*)

J. FRASER.

Calcutta,
December 1. 1780.

[This letter was laid before the Arbitrators who settled the Elephant account, and was attested by Mr Fraser to be a true copy of one he had written to Colonel Hannay.]

T

To

Z

To COLONEL ALEXANDER HANNAY, Esq;

MY DEAR COLONEL,

I HAVE often complained of your not writing from this place; but I was unexperienced. I am now only surpris'd, that any man, not resident here, can ever write at all. I am here now exactly two months, and what with running about recognising old friends, and forming new acquaintances, I find myself totally unfit for writing. Let this state of mind, and your own experience, plead my apology for not replying to your letter on the subject of Harper's affairs. I received it when I was busy preparing for my trip hither, and not having brought it with me, I can now only tell you, that you were wrong in all your positions and suppositions. *I never in my life sent the copy of a letter to one friend in this country to another out of it, in elucidation of business; and I should be little pleas'd with any man that would use any part of my private correspondence in that way. When I shall have occasion to make use of my correspondence with you, I will sign myself as Attorney for Harper, and not as your friend, claiming your confidence. I will hereafter reply to your letter.* This is an apology for the delay only.

Perhaps you may expect news: I wish I could satisfy your expectation. The new military arrangements will, I believe, be complete by Tuesday, and take place immediately. Your Captains will all be promoted to the rank of Majors; but I hope you cannot be otherwise affected. General Stibbert is here, and, I believe, ably assisted by the experience and capacity of Mr Murray,

the

the Company's General. P. Murray is acting Adjutant-General; Colonel Hampton commands at the fort, and Colonel Blair at Barruckpore; Colonel Pearce will, I believe, be ready to leave this in five days. The Mahratters, to the number of 18,000, with about 20,000 Pindarry lads, on this side of the Maha Muddy, and the Black Gentry, frightened with the persuasion of an irruption into Midnapore and Burdwan. I believe there is very little reason for such an apprehension. It does not seem to be doubted by the seafaring people, that Goddard will be able easily to convey his troops in open boats to the Myfore Country. And it can never be doubted, that the veteran leaders on the Coast will be able to support the reputation they have been distinguished for. It seems, however, to be a very serious business there. They depend on us for supplies of provision. About 50 vessels have sailed this month, and more preparing; but a late capture of a vessel in the Bay, by a French privateer, and intelligence of five or six being cruising about, has occasioned a great alarm, and will, I am afraid, create some difficulties to our intended supplies. I believe the Governor has it in view to make a serious reform in the civil line, as well the revenue as commercial. It is fully as requisite in the latter as in the former. I return to Patna in a few days, and will write you thence; mean while believe me, as I truly am,

Your affectionate and faithful friend,

Calcutta, December 24. 1780.

J. FRASER.

(Compliments of the season to you.)

N. B. The above letter was found amongst Colonel Hannay's papers at the time Mr Fraser's accounts were discovered; and it was by comparing it with the foregoing one, dated 1st December, that they were led to conclude that the last (the one of the 1st of December) was *fabricated*.

Z*

To R A M S A Y H A N N A Y, Esq;

DEAR SIR,

UNDERSTANDING you are the acting Executor of your late worthy brother Col. Hannay, I take the liberty to apply to you on the subject of an account between him and Captain Gabriel Harper; it originated in a concern of Elephants furnished the Nabob of Oude in 1774. I received 35,000 Lucknow Siccas, from Col. Hannay, on my receipt, to account, at Lucknow, in 1779; about 50,000 remained at that time to be realized, which, *together with some difficulty Col. Hannay found in ascertaining exactly the amount of his own disbursements for the concern*, delayed a final adjustment at that time; and the deal of business in which he was afterwards engaged prolonged the delay, though on subsequent applications he repeatedly promised to finish the business. *I hope the transaction appears sufficiently clear on his books and papers*; if not, be pleased to inform me, and I will furnish materials. Mr Middleton was acquainted with the circumstance of the joint concern, &c. as well as his moonshies, and Lieut. Long, who lived with Capt. Harper at the commencement.

I am,

SIR,

Your's, most obediently,

October 26. 1782.

J. FRASER.

Extract

Z**

*Extract of a Letter from Mr FRASER to Mr R. HANNAY,
dated, Coſſapore, 29th October 1782.*

S I R,

IT is with much régrét I read in your note, *that your late brother's papers do not throw any light on the tranſaction with Captain Harper*; and I moſt ſincerely lament the reluctance your brother had to ſetting about an adjustment of it. It proceeded, I believe, and indeed I am pretty certain he told me ſo, *from the difficulty he found in aſcertaining the actual diſburſements made for the concern for the Elephants proceeding up in three different herds, when he was himſelf in Oude.* He was obliged to requeſt different friends at the different ſtations, which make the Account branch out, and probably it became blended with other concerns. It is unlucky that *this account of the charges had not been aſcertained*, as it may prove the moſt difficult part in any preſent arrangement.

A 2

To R A M S A Y H A N N A Y, Eſq;

S I R,

I WAS happy to underſtand by your letter of the 30th, that you had found ſome Accounts relative to the Elephants; and I fondly hope, *that on a proper arrangement of the materials which that*
U bundle

bundle may produce, the Executors will be able to form a decided view of the business.—I have, as you desired, written to Col. Polier, and made application for a copy of the Account adjusted with the Vizier's Minister in the year 1777. I have also written to Mr Middleton; but I repeat my hope, that you will find materials sufficient among the papers of the deceased. It is my wish, that any difficulty which may occur shall be left to the determination of some of the mutual friends of these Gentlemen, who were themselves so intimate, and confident in each other. I am very sensible that the Executors have the same point with me in view, a fair and equitable statement; and I doubt not they will equally desire as early a conclusion as possible.

I am, Sir,

Your most obedient Servant,

J. F R A S E R.

Coffapore, Nov. 4. 1782.

* The *bundle* alluded to in the foregoing letter, was one which Mr Hannay found amongst his brother's papers, indorsed *Elephant accounts*, the contents of which, although very defective, were all the papers he could at first discover, relating to this subject, from whence he concluded that there were no more, or that they must have been mislaid up the country, or lost. *Mr Fraser's own accounts of disbursement for elephants, as agent for Col. Hannay*, was not found until the rigorous search some months thereafter, in consequence of the demand of the Note of hand, and the refusal to produce explanatory accounts.

Extract

B b

Extract from Mr Fraser's Letter to Mr Hannay, dated 22d December 1782, from whence it appears, that the amount charges on the Elephants was not then ascertained.

THESE are the articles which compose the account, and if you can ascertain the amount, cost, and charges upon elephants, the principal difficulty will be removed. If you cannot, the readiest method, I apprehend, will be for the Gentlemen arbitrators to fix what they may suppose an equitable sum. The only other article of difficulty, I conceive, is whether Colonel Hannay is chargeable with interest on his receipts of cash from Mr Middleton. Capt. Harper's claim to his proportion of the interest actually received from the Vizier and Colonel Polier will necessarily be admitted, as things of course; and on these two points of the elephant charges, and interest on Middleton's payments, rests the only difficulty, in my conception, &c.

J. F R A S E R.

December 22. 1782.

C c

To R O B E R T S T E W A R T, Esq;

S I R,

I RECEIVED your note of yesterday, repeating your refusal to answer my demand of the 25th, and I did not intend to reply to it. As the laws of honour sufficiently provided my remedy in that case, my mind was made up; but the Meeting, after honourably acquitting

acquitting me of the ill-founded charge you either expressed or insinuated to my prejudice, so strenuously insisted on my promising to them to seek no further redress, that I yielded, perhaps indeed the more readily, as my resentment was against the malicious, and not the misled man ; I am therefore now at liberty to reply to the paragraphs of your letters I formerly passed over. You appeal to my recollection, that your good-will was reciprocal. *I do not doubt that it was* ; but it so happened, that in our progress through life you found it several times convenient to give me an opportunity of shewing my inclination to be useful to you, and I do not recollect that any such opportunity ever occurred for me to put you to the trial. You deny having any malevolence to me, and you deny having misrepresented me to Colonel Harper ; I shall therefore admit both denials in the full and literal sense of the words : but it was intimated to me, that, among other things, you assured Colonel Harper, that I had received near forty thousand Rupees on his account from the estate of Colonel Hannay, under your award and knowledge ; whereas you well know the sum I received was Ct Rs 25,195 10 2, and the full amount of every claim I made admitted by the arbitrators in their first award, and confirmed in their second, under your hand, to be just and fair. As to the pomp with which you, for the first time, inform me that you had withdrawn yourself from my society, I can honestly assure you I never missed you : You did me the honour frequently to invite me to your abode at the Powder Mills in 1780, and to your residence near Calcutta in 1782 and 1783 ; but it so happened, that I never visited you at either place, so of course I did not ask you to my house ; our intercourse therefore was in accidental places ; and from the time of the last arbitration, to our late interview at the India House, I do not recollect seeing you, except once passing in my palanquin, and another time at Mr Wheeler's levee, while I was writing in his closet.

—You

—You were not in Calcutta, I believe—the reason I did not ask either Colonel Crabb or Major Law, was, that they had, like honourable men, already declared their opinions, and that I wished to give the other three gentlemen, with each of whom I stood in a particular predicament, the best opportunity of being convinced of the falsity of the reports to my prejudice, by sifting the grounds of them. One of them has been for many years connected in account with me; another has had large properties under my management; and a third has been spoken to by a man of great respectability, who had heard something of the reports. In respect to your epithets, at first, strongest grounds, facts, and positive proofs, afterwards dwindled to impressions: I shall be content by quoting, “Inaccuracies in accounts and correspondence are sufficient to have misled Captain Stewart.” But you should not have said the matter of my demand on Colonel Hannay’s Estate, on my own account, came judicially before you, as one of the arbitrators between the estate and Colonel Harper, as neither I, who was a party, nor any of the Gentlemen on the part of Colonel Harper, ever were made acquainted; and I considered them as perfectly distinct and separate as any two transactions in the hands of the same individuals could well be.

I have done with the business, and shall only beg I may not have the honour of being the next subject you shall be pleased to make free with.

I am, Sir,

Your most humble Servant,

*York-street, St James’s-square,
March 31. 1785.*

J. F R A S E R.

N. B. Mr Frazer shewed a copy of the foregoing letter (with what view cannot be misunderstood) to one of his friends, without letting him see my answer; from whence it is fair to conclude, he made the same use of it to others.

D d

To JAMES FRASER, Esq;

S I R,

YOUR letter of the 31st ult. came to my hands the night of that day after I had left my lodgings preparatory to quitting London; I have, therefore, not been able to acknowledge the receipt of it until now. My replies to your demand of the 25th were uniform and consistent, and my mind was, probably, as much made up on the subject as yours. I trust I know enough both of the laws of honour and honesty, not to deviate from the rules of either in any instance.

You observe, "*That I found it several times convenient to give you an opportunity of shewing your inclination to be useful to me;*" from whence, I presume, you mean it should be understood you was useful to me. Had that really been the case, I would cheerfully have acknowledged it. But I had so little reason to be satisfied with your conduct in the transaction of the little matters I ever recollect troubling you with, whilst you resided at Dinapore, that I should have thought myself peculiarly fortunate, had I availed myself of the services of any other personal acquaintance in that quarter. I allude to the Cochineal and the Mill-stones, the only cases where I remember putting your inclinations to be useful to the trial, and which I had great reason to regret having done.

Colonel

Colonel Harper had heard that I was an arbitrator in adjusting his account with Colonel Hannay, and naturally asked me about it. I narrated to him every particular regarding the arbitration, and the revision of it, from first to last. Of sums I could only speak from memory, having no notes. Part of the money recovered of Colonel Hannay's estate, was on account of the late Captain Burton. Colonel Harper may have confounded this with the sum received on his own account. I had no motive to say any thing to him but the truth, which I did, on all points, to the best of my recollection.

Whether, in intimating to you, for the first time, the circumstance of my withdrawing myself from your society and acquaintance, I have used terms of pomp unsuitable to the occasion, is immaterial. The simple fact is, that, after the second arbitration, I resolved to have as little future connection with you as possible. Upon every occasion when we met thereafter, my personal deportment and behaviour was the very reverse of that perfect cordiality towards you that before influenced it. Your own breast, I never doubted, would suggest to you the cause.

What you said and shewed to Colonel Crabb and Major Law, may have been just and fair, and there is no doubt they would give their opinion, like honourable men, on the case before them. But to have made them masters of the subject, you should have referred them to the papers in the hands of Mr Hannay. As it was, they decided on *ex parte* evidence, and every one knows what sort of decisions these are.

You say, " In respect to your epithets, at first, strong grounds, facts, and positive proofs, afterwards dwindled to impressions; I shall be content, by quoting inaccuracies in accounts and correspondence,

spendence, as sufficient to have misled Captain Stewart." As you seem to press this on my attention, I shall observe, that, altered opinion, conclusions to your disadvantage, or impressions, are, in my idea, nearly synonymous; they follow as naturally from, and are connected with, strongest grounds, facts, and proofs, as any effect with a cause. In whatever words conveyed, my sentiments on this head were entirely the same on the last day I wrote you as on the first. They have been too deliberately formed to admit of change. Those who know us both, who know that no personal difference ever subsisted between us; who know that you are esteemed a clear-headed man of business; and that I, from having been originally bred to business myself, may be supposed a tolerable judge of transactions connected with it, may be astonished what "inaccuracies in your accounts and correspondence could mislead me," to draw the conclusions of you I did, from your conduct to Colonel Hannay's Executors. After hearing what you had to say, if they examined the documents in the hands of Mr Johnston Hannay, they would have the subject fully before them, and would judge for themselves. This, every person who takes the trouble of informing himself on the subject will, no doubt, do, notwithstanding all that has been said or written about it.

When you first demanded payment of the late Col. Hannay's Note of hand, and stated it to be independent of the small balance he owed you in account, the Executors wished to have some explanation how it arose, and to have seen copies of former accounts between you and the Colonel. This, you seemed at first disposed to grant them; but you immediately thereafter declined it, saying, you meant to have sent them some letters and papers for their private satisfaction, but that you did not expect to be called on for vouchers in support of the Note of hand, which you claimed on its
own

own principles, holding it to be of nearly equal validity with a bond. You intimated an intention of prosecuting for the amount, which roused the Executors to search the papers of the late Colonel with a diligence they had not before exerted. They discovered all your accounts with the Colonel for many years back; whereby it appeared, that the Note of hand had been liquidated all but the small balance in account, which you claimed independent of it. The principal object to be arbitrated in the Elephant concern, between Colonels Hannay and Harper, was, whether the former should allow the latter interest on his (the latter's) proportion of sums received on their joint account, during the time the former had the use of them. As the Account-Current between them had never been settled and closed, and as it was not the practice of the Court of Justice in Bengal to allow interest on open accounts, the Executors considered, that it could not of course have been recovered of them in a suit at law. You mentioned to me individually, and to all the arbitrators, that you had demanded this interest of Colonel Hannay during his lifetime; and you produced a copy of a letter from yourself to him, making such a demand, which seemed to establish a legal claim to the interest. In the search just alluded to, the Executors discovered an original letter from you to the Colonel, which made them conclude, for various reasons that occurred on comparing the two together, that the one making the demand of interest never had been written. They further discovered an account of charges for the Elephants, paid by yourself on account of Colonel Hannay; but you had given him no credit for Harper's proportion of this, consequently the balance against Hannay became so much the greater. The Executors therefore desired a revision of the arbitration, because they had reason to think the arbitrators had decided on improper information; and they found it necessary to send for, and make me and the other arbitrator particularly acquainted with all the above discoveries,

discoveries, and every circumstance relative to the delivery up of the Note of hand, to put us on our guard against admitting any papers, on a revision of the arbitration, of the authenticity of which we had not the most positive proof.

From this minute detail, which your remarks "*but you should not have said,*" &c. has forced me to enter into, you will find I was perfectly correct in asserting, that the facts relative to you came judicially before me as an arbitrator, or were communicated with the necessary papers by the Colonel's Executors, as originating from, or having an intimate connection with, transactions that were to pass under my view as an arbitrator; for these I believe were nearly the words I used.

You observe, that the full amount of every claim you made was admitted by the arbitrators in their first award, and confirmed in the second, under my hand, to be just and fair. Such words were never used that I recollect. In the first award we certainly did not admit your claims in their full extent. In revising this award, the authenticity of some papers and accounts produced by you from Lucknow, was particularly inquired into and ascertained, which had not been done before. We confirmed the grant of the interest, not because you had established a legal right by demanding it of Colonel Hannay, (for your copy of the letter to that purpose was thrown aside altogether), but because it was, on other grounds, fair and equitable. It was further determined, that Colonel Hannay's account should have credit for the above charge on the Elephants paid by you, and it was to have been debited for some interest (I think) on a sum received by Colonel Hannay, for the Elephant concern, at an earlier period than it was known at the first award to have been received.

There

There may have been other articles to be carried to the debit and credit, which I do not recollect. In this stage of the business, Major Davy (one of your arbitrators) remarked, that new modelling the account in the manner it ought to be made out, would make no very material difference to either party. He therefore proposed, that the old award should be confirmed. To this, under a seeming impatience of taking further trouble, Mr Ramfay Hannay, the acting Executor, assented, not a little to the surprise of the other Executor, who was present, as well as that of their arbitrators. As he had acquiesced, however, the latter had no think further to do.

This is the history of the second award, or confirmation of the first, which I am led to give, to the best of my recollection, in consequence of the stress you appear to lay upon it. In reply to your last paragraph, I shall observe, that as I do not recollect having gone out of my way to trouble myself about you, or any thing concerning you, so should they happen to come in my way hereafter, I shall treat them with the same freedom, and the same adherence to truth, I would any other subject.

To conclude, I have only to express my hope, that this will terminate our correspondence of every sort; for though I disclaim all malevolence or personal animosity, I am not more solicitous than I was before of having the honour of being numbered amongst your acquaintances.

I am, Sir,

Your obedient Servant,

R. STEWART.

Falmouth, 5th April 1785.

(Award.)

E e

(Award.)

AT a meeting this day, May 30. 1785, at Mr Bailie's, of Cavendish-square, of us the under signed, to inquire into a money-matter transaction between Mr James Frazer, of York-street, St James's, and the Executors of the deceased Col. Hannay, which has been reported to the prejudice of the said Mr Frazer, as having had sinister motives, and an absolute intention to defraud the aforesaid Executors; this is to certify, That we have carefully investigated the same, and, after the most particular inquiry, our opinion is, that Mr Frazer is acquitted of any intention to defraud; at the same time, it is our opinion, that Mr Frazer's inaccuracies in his accounts and correspondence are sufficient to have misled Captain Stewart: And we unanimously agree, that this dispute should not be carried further by either of the parties, and that Mr Frazer should not seek any further satisfaction.

T. CONWAY.	W. CAMPBELL.
M. RIDDELL.	H. BAILIE.
S. FRASER.	A. BALFOUR.

F f

To Messrs William Campbell, Arthur Balfour, Michael Riddell.

GENTLEMEN,

As Mr Frazer and his friends have, during his canvas for the East-India Direction, taken the liberty of shewing every where the award given by you and the other Gentlemen at this place in

1785,

1785, adding comments and insinuations injurious to my character, I expect, from your justice and candour, that you will authorise me publicly to declare the difficulty you found yourselves under at the meeting of the arbitrators, and the impossibility of going thoroughly into the business of Mr Frazer's conduct to Colonel Hannay's Executors, owing to the pre-determined resolution in his favour, with which his referees appeared to have come to the meeting. From this circumstance any man may judge of the impartiality of the award.

This award expressly says, that the matter was not to be carried farther by either of the parties. In direct contradiction to this, however, Mr Frazer took occasion to write me a letter, in a very triumphant style; and to reason from the words of the award, in a manner I felt most galling. This circumstance led me to draw up a narrative of the whole business, from first to last, for the purpose of satisfying my particular friends of the motives and propriety of my conduct. That, however, I might do nothing underhand, I informed Mr Frazer thereof, at an accidental meeting on the 1st of May last, offering to give him a perusal of it, which he declined, saying, if I used it, he would take my life; a threat I treated with the contempt it deserved, though from the annexed affidavits, it might be thought, that Mr Frazer had some such intention.

You have frequently expressed to me, individually, that you thought I was justified in what I had done; and as I conceive that Mr Frazer has, in several articles of his conduct, infringed the award, I mean to lay all the particulars of it before the Public.

Your very humble servant,

London, April 4. 1787.

ROBERT STEWART.

G g

To ROBERT STEWART, Esq;

S I R,

London, 4th April 1787.

WE have received your's, of this date; in reply to which have to inform you, that finding Mr Frazer's Arbitrators would not admit the idea of his being capable of any improper motive, we were prevented from entering into so full an investigation of the business as would have enabled us to give any decided opinion on the point; and we are ready to acknowledge, that in giving this award we were influenced by motives of humanity, and a desire to prevent any disagreeable consequences that might follow: and we declare, that nothing could have induced us to sign the award, had we conceived it possible that it would in any way have been interpreted so as to throw the most distant reflection on your character. And we are extremely sorry to observe, that Mr Frazer, by the letter he wrote to you subsequent to the award, which was accepted by him as final, has given occasion again to open the business.

We are, your most obedient servants,

WILLIAM CAMPBELL.

A. BALFOUR.

M. RIDDELL.

H h

WESTMINSTER, }
To Wit, }

*The Information of WILLIAM BIRD, Builder, of Princes-
street, St Anne.*

WHO being upon oath, says, That about a month, or five weeks ago, being in company with Henry Lowrie, of Ogle-
street,

street, St Mary-le-Bone, and Benjamin Hardy, of the same place; he heard Lowry say to Hardy, that he had been desired by Mr Frazer to enquire after the places usually resorted to by Captain Stewart; that Mr Frazer said, he would spare no expence to learn. Mr Hardy desired to know, what Mr Frazer's reasons were for making these enquiries, when said Lowry replied, that Mr Frazer had told him, he believed Captain Stewart had come over from India, on purpose to be an evidence against Mr Hastings, or words to that purpose; therefore lose no time, (added Mr Frazer); but endeavour to watch him; if he takes a coach, do you take another, and follow him; see and make yourself acquainted with his clerk; no money shall be wanted, provided you can find out the places he resorts to. The deponent further says, That he, the said Hardy, in reply to the above, observed, that he thought he, the said Lowry acted in a very improper manner, and not like a tradesman at all, in undertaking such a business; to which said Lowry answered, that that was the opinion of Mr Frazer, who, he added, wished him not to do any thing in the business, and that he ought to tell Mr Frazer, that Captain Stewart was gone out of town, she, Mrs Frazer, being resolved to get Mr Frazer out of town as soon as possible: That, in the further course of the conversation between the said Lowry and the said Hardy, he, the deponent, learned that there had been some dispute between Mr Frazer and Capt. Stewart, which Mr Hardy seemed to think might eventually produce bad consequences; for he observed, that if Capt. Stewart lost his life, it was a sin which he, Lowry, would have to answer for one day, or words to that purpose. The deponent further says, That from the earnestness which Mr Frazer had shewn in the business, he concluded it was something immediately concerning

cerning himself, and not Mr Hastings, which made him act in the manner he had done; and as he had reason to believe that bad designs were formed against Captain Stewart, he thought it his duty, as an honest man, to inform him thereof. He further says, That he has heard said Lowry say to Mr Hardy, that he had been desired by Mr Frazer to try to become acquainted with the chairmen in the neighbourhood of where Captain Stewart lived, in order to learn if they carried any letters for him, the said Stewart, that he might fall on some means of intercepting them.

J. B I R D.

Sworn this 10th day of
June 1786, before me,
JOHN HALE.

I i

MIDDLESEX, }
To Wit. }

The Information of HENRY LOWRY, of N^o 40. Ogle-street, St Mary-le-Bone, Cabinet-Maker, taken before me this 9th Day of June 1786.

WHO being upon oath, says, That about a fortnight or three weeks ago he was desired by Mr James Frazer, of Golden-square, to make inquiry (and privately as he believes) when Captain Stewart, of N^o 85. in Newman-street, intended to go out of town, where he usually dined, and at what hours

hours he generally went out : That he this informant went two or three times to N^o 85. in Newman-street, under pretence of hiring lodgings ; but with intent to get the information above mentioned : That he also made inquiries of the chairmen, and at a public-house in the said street for said purpose : That at one of the times when he called at N^o 85. in Newman-street, he told the maid-servant that he should be glad to see Captain Stewart in the street, but did not wish to speak to him in his own lodgings : That on Saturday last he saw said maid-servant at the Blue Posts, in said street ; that he asked her at what coffee-house Captain Stewart usually dined, and believes he added, that if she would tell him, he would make it worth her while : That about a week since, he told Mr Hardy, with whom he lodges, what inquiries Mr Frazer had desired him to make, when said Hardy said, that he thought it a very black business, and that he, said Hardy, would not be employed in it. And this informant further says, That he himself thought that the making the before-mentioned inquiries, particularly from the manner in which they were required to be made, was a very improper business for him to undertake, and that he should not have done it, if he had not been afraid of losing Mr Frazer's business as a cabinet-maker.

That Mr Frazer desired this informant to follow Captain Stewart, when he should see him in the street, and let him know where he went ; and also that he this informant should get acquainted with Captain Stewart's clerk, in order to learn with more certainty where the Captain usually dined.

HENRY LOWRY.

Sworn before me this 9th
day of June 1786.

SAMPSON WRIGHT.

A a.

THE

THE said Henry Lowry further said, That he had been instructed by Mr Frazer to find out the hours at which Captain Stewart usually came home at night; and that Mrs Frazer having found out that some secret business was going on between him the said Lowry and Mr Frazer, about Captain Stewart, expressed her apprehensions of the consequences, as she said they (Frazer and Stewart) had had some dispute, and she wished Lowry not to continue his inquiries.

This he declared in presence of, and to us,

JAMES CARMICHAEL SMYTH.
D. SCOTT.

K k

Buxar, October 13. 1776.

Current Rupees, 10. 120. 8. 6.

I promise to pay to James Frazer, Esq; or his order, the sum of Ct Rs 10. 120. 8. 6. say ten thousand one hundred and twenty current rupees, eight annas, and six pice, *being the balance of our account to this day*, as witness my hand

ALEXANDER HANNAY.

N. B. This Note never was in my hands till yesterday; but an observation arises upon it, which, had I seen it in time, might have rendered unnecessary much of the reasoning used in my Narrative. For, it appears upon the face of it, to have been given for the *balance* of the account delivered in on the 9th of October 1776; and it must necessarily have struck Mr Frazer, every time he looked at it, that it constituted part of the account-current delivered in in the year 1781.

April 8, 1787.

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